

## CASES REPORTED THIS WEEK.

*In the Solicitors' Journal.*

|   |     |
|---|-----|
| Allen, Re.....  | 185 |
| Eden v. The Weardale Iron and Coal Co.....  | 188 |
| Flint Coal & Cannel Co. (Lim.), Re.....   | 188 |
| Gaulard & Gibbs' Patent, Re.....  | 184 |
| Mayor, &c., of London, Ex parte, Re The Metropolitan and District Railways Act, 1870..... | 186 |
| Riddell v. The Earl of Stratagemore.....  | 183 |
| Reichel v. The Bishop of Oxford.....  | 184 |
| Sykes (Deceased), Re.....   | 185 |
| Thompson, In the Goods of.....  | 184 |

*In the Weekly Reporter.*

|   |     |
|---|-----|
| Cubbon, In the Goods of .....   | 200 |
| Elwes v. Briggs Gas Co. ....  | 192 |
| Harrison, In re, Parry v. Harrison .....                                      | 196 |
| Hulke, In re, Powell v. Hulke .....   | 194 |
| Justices of Lancaster v. Newton-in-Makerfield Improvement Commissioners ..... | 186 |
| Kewney v. Attrill .....   | 191 |
| Phillips v. Goff .....  | 197 |
| Shaw v. Smith .....   | 188 |
| Stanford v. Stanford .....  | 191 |
| Swindell v. Bulkeley .....  | 189 |
| Taylor, In re, Cloak v. Hammond .....   | 186 |

## The Solicitors' Journal and Reporter.

LONDON, JANUARY 15, 1887.

## CURRENT TOPICS.

IN ANOTHER COLUMN there will be found a notice issued by the Incorporated Law Society containing a list of the subjects to be taken up in the year 1888 for the final examination of articled clerks before admission. The effect of this notice is to produce some, but not very material change. According to the existing arrangements three of the six subjects given are essential to be taken up to give a pass—they embrace real property, common law, and equity. Under the new arrangement the examination is divided into the four several heads enumerated in the notice, and it is, no doubt, intended that candidates should offer themselves for examination in all the prescribed heads, and their answers, generally, will, of course, be considered in determining whether they are entitled to pass. This will plainly give an advantage to those candidates who have had special acquaintance with some of the subjects mentioned in those heads of examination which, under the old system, were not essential, and were not, therefore, in the majority of cases, of any assistance to them.

MR. MACNAGHTEN, Q.C., has been made a Lord of Appeal in Ordinary, and we believe the general impression will be that, failing the eminent judge to whom, if rumour is correct, the appointment was first offered, few better selections could have been made. The qualification for the office is fixed by section 6 of the Appellate Jurisdiction Act, 1876 (39 & 40 Vict. c. 59), by which it is enacted that a person shall not be appointed unless he has been the holder for not less than two years [this period was evidently inserted to prevent a repetition of the COLLIER scandal] of some high judicial office, or has been for fifteen years a practising barrister. The term of fifteen years is the same as that fixed for the extinguished offices of Vice-Chancellor by 53 Geo. 3, c. 24, and 5 Vict. c. 5, s. 19, and of Lord Justice of Appeal by 14 & 15 Vict. c. 83, and exceeds by five years the term fixed as a qualification for a judge of the High Court by section 8 of the Judicature Act, 1873. Mr. MACNAGHTEN will be entitled to sit and vote in the House of Lords so long as he holds the office of Lord of Appeal in Ordinary, and no longer, and his dignity of a Lord of Parliament will not descend to his heirs.

THE JUDGES have affirmed the decision of the benchers of the Middle Temple refusing to call a gentleman to the bar. We understand that another case of a similar nature will shortly come to be heard, and there is no doubt that in the long course of time which has elapsed since the benchers of the several inns have had the jurisdiction to call vested in them, very many more cases have occurred than the solitary one which we have been able to find in the books. This is *Reg. v. Gray's-inn* (1 Doug. 354), in which Lord MANSFIELD, after consulting the other judges, laid down the rule that no *mandamus* would be granted to an inn of court to admit one of their members to the degree of barrister, and that the only remedy of a person whom benchers refused to call was to appeal to the judges in the exercise of their "visitatorial jurisdiction." In *R. v. Benchers of Lincoln's-inn* (4 B. & C. 855)

it was further held that no *mandamus* lay to benchers to admit a person to the *status* of student with the view of being eventually called, and this although it was admitted that the judges to whom the candidate had unsuccessfully applied had no jurisdiction to review the decision of the benchers, which might be, and had, in the particular case, been given without any reason assigned. In 1834 the benchers of the Inner Temple refused to call Mr. DANIEL WHITTLE HARVEY an attorney. Mr. HARVEY, who sat in the House of Commons as member for Colchester, which constituency returned him six times, brought his grievances before the House of Commons, and a Select Committee of that House exonerated him from the charge of professional malpractice brought against him before the benchers, but that august body refused to rescind its decision. Mr. HARVEY gave evidence before the Inns of Court Commission in 1855, and stated that Lord CAMPBELL had announced his intention of introducing a Bill to curtail the powers of the benchers; and it also appears that the Common Law Commissioners reported, in 1834, that "though the probity of the persons who fill the benches of the different societies is well known, and although the number of rejected candidates has been extremely small, yet a power, in the right use of which society is so deeply interested, ought not to be left without control in the hands of persons whose functions are not of a public and responsible kind." The right of appeal to the judges is, we think, amply sufficient to prevent abuse.

WE REPORT elsewhere several decisions on the Remuneration Order. In one the Court of Appeal affirmed the decision of Mr. Justice KAY, in *Re Allen* (*ante*, p. 78), with regard to the time at which a lessor's solicitor may elect, under clause 6 of the order, that his remuneration shall be "according to the present system as altered by schedule II." In discussing that decision (*ante*, p. 71) we did not dispute that it might be correct on the facts of the particular case, but we ventured to question the general rule laid down by the learned judge that, "after a solicitor had accepted any employment, and had done anything therein for which he could make a charge supposing the scale did not apply, it was too late for him to elect to charge according to the system existing before the General Order came into operation." This rule was not in terms adopted by the Court of Appeal, who laid down a principle much more reasonable in appearance—namely, that the "business" was "undertaken" by the solicitor "as soon as the client retained him and he accepted the retainer"; and there are expressions in Lord Justice CORRON's judgment which might shew that he meant that the retainer must be "to attend to the matter and to undertake the preparation of the lease." But all the judgments indicate that the court adhere to the strict construction of "business" adopted in *Re Field* (33 W. R. 504) and *Re Emanuel and Simmonds* (34 W. R. 613), and hold that there can be no division of the preliminary business "connected with" the lease which is included in the scale fee; and, if this view is to be adopted, there seems to be little practical difference between the rule laid down by the Court of Appeal and that laid down by Mr. Justice KAY.

ANOTHER CASE relates to the scale fee "for conducting a sale of property by public auction." Our readers will remember the discussion to which the case of *Re Wilson* (29 SOLICITORS' JOURNAL, 438, 29 Ch. D. 790) gave rise. In that case the taxing master disallowed the "conducting fee" to a solicitor, on the ground that, as an auctioneer and surveyor had been employed, the solicitor had not "conducted the sale," and the Court of Appeal affirmed the disallowance, on the ground that "the account of the surveyor's charges showed that many of the things for which he had charged ought to have been done by the person who conducted the sale. Consequently, the solicitor had not conducted the sale, and could not charge for having done so, the surveyor having done much of what he should have done." In that case a fee of five guineas was paid to the auctioneer for his services in the auction-room, and the court said that it might be that the fact of a fee being paid to the auctioneer would not disentitle the solicitor to the "conducting fee," but that it was not necessary to decide that question. In *Re Sykes, deceased*, which we report elsewhere, the facts appear

to have been that, on a sale under the order of the court, the solicitor having the conduct of the sale obtained in chambers an allowance of £23 12s. 6d. for "auctioneer's fees." According to the north-country practice, all the arrangements and work preliminary to the sale were made and done by the solicitor, and the auctioneer was employed only to offer the lots in the auction-room. The taxing master disallowed the "conducting fee" to the solicitor, on the ground that commission had been paid by the client to an auctioneer under rule 11 of schedule I., part I., and Mr. Justice CHURRY affirmed this disallowance. It seems probable that the £23 12s. 6d. was commission, and not an agreed fee to the auctioneer; and, if so, there is nothing very novel in the decision. The express words of rule 11 appear to cover the case where the solicitor does the preliminary work and the auctioneer gets the commission from the client. If, on the other hand, the £23 12s. 6d. was an agreed fee, the case seems to shew that, in order to obtain the "conducting fee," the solicitor must not only do the preliminary work, but also himself pay the auctioneer's agreed fee, and it appears that in the case of a sale under the court he is not allowed to do this.

**THE CASE OF *Rodocanachi v. Milburn*** (18 Q. B. D. 67) decides a somewhat important point with regard to the measure of damages. The action was for non-delivery of cargo under a charter-party. The plaintiffs had sold the cargo "to arrive" at a price less than the market value of the goods at the port of discharge at the time when the cargo should have arrived. The Court of Appeal have held that, in estimating the damages for non-delivery, the market value must be looked to, not the price at which the plaintiffs had sold the cargo. We must confess to having felt some little difficulty about the point. It will be observed that the result of this decision is that a plaintiff may absolutely be a gainer by the breach of contract. The ground on which the court acted seems to have been that, in estimating the damages in such a case, a general test applicable to all cases ought to be taken without regard to circumstances peculiar to the parties; and they relied, in support of that view, on the admitted fact that, if the plaintiffs had sold the goods "to arrive" at a higher price than the market value, nevertheless they could not have recovered more than the market value. We feel some doubt whether this last consideration has any bearing on the case. The impossibility of recovering the excess over the market value in this case depends on the doctrine of remoteness of damage. That doctrine often prevents a plaintiff from recovering the full amount of the loss he has actually sustained; but here the question is whether he can recover more than the full amount. According to that doctrine a plaintiff cannot enhance his damages by reference to circumstances peculiar to himself; but the essential nature of the doctrine seems to us to be that it imposes a limitation on damages. We do not see that considerations arising from that doctrine have any application when the proposition is that the plaintiff can recover more than the amount of the actual loss he has sustained. We cannot, therefore, think this consideration so conclusive as the Court of Appeal seem to have thought it. If their decision is right, it seems to us that it must depend on the view that it is more convenient, on the whole, that a rough general rule should be applied in all cases than that greater nicety should be sought after by admitting into consideration collateral matters peculiar to the particular case, thereby possibly involving issues quite foreign to the main questions in the action, and of which no notice would be given by the pleadings. This decision is obviously a deviation from the general doctrine, which is that a plaintiff is to be put into the same position as if the contract had been fulfilled. Such a deviation requires, of course, a reason for existence. We do not think that case depending on the doctrine of remoteness of damage can afford such a reason, for that doctrine seems to us to be a doctrine the scope of which is the protection of defendants from undue liability. If such a reason can be found, it seems to us that it must be found elsewhere; and we think it may perhaps be found in the direction we have suggested—viz., by considering the practical inconvenience which would arise if a tribunal were to be obliged to take cognizance of circumstances peculiar to the plaintiff instead of applying one universally applicable general rule. For instance, if a defendant proved that the plaintiff had sold the

goods "to arrive" at a price less than the market value, could the plaintiff reply by proving that the person to whom he had sold had, by breach of some condition of the contract of sale, incapacitated him from insisting on delivery, and therefore he was free to sell at the market value? If so, it might happen that, in addition to the question whether the contract between the plaintiff and the defendant had been broken, it would be necessary, in order to estimate the damages, to try whether a contract between the plaintiff and a third person had been broken.

**THE RE-ARRANGEMENT** of the Ministry has considerably increased the legal element in the Cabinet, no less than five members of which, independently of the English and Irish Lord Chancellors, have been practising barristers. Mr. MATTHEWS belonged to the Oxford Circuit, and Mr. STANHOPE to the Home Circuit, while Lord CRANBROOK, Lord CROSS, and Sir HENRY HOLLAND were all members of the Northern Circuit. Among Ministers of less than Cabinet rank who have been in actual practice at the bar may be mentioned Sir JOHN GOSR, Mr. RAIKES, and Mr. STUART WORTLEY, while Mr. PLUNKET is an Irish Queen's Counsel.

#### ON THE FORM OF MORTGAGE BILLS OF SALE.

##### III.

We resume the series of articles which, after the second article (*ante*, p. 56), was suspended awaiting certain decisions of the Court of Appeal.

**Hiring agreement.**—The decision of the Court of Appeal in *The North Central Wagon Co. v. Manchester, Sheffield, and Lincolnshire Railway Co.*, delivered on the 15th of December, reversing the decision of Bacon, V.C. (34 W. R. 430, 32 Ch. D. 477), renders it necessary to modify very slightly the statement (*ante*, p. 41) as to the law relating to attempts to evade the Bills of Sale Acts by a sale to the lender and a demise back to the vendor, which will be found stated correctly in 30 SOLICITORS' JOURNAL, 448. In the case in question the wagons belonged to the Blacker Co., subject to a lien to the Sheffield Co. for £257. In February, 1884, the Blacker Co. wanted to raise £1,000. They agreed to sell 100 wagons to the plaintiffs for £1,000 on an arrangement that the plaintiffs should let them to the Blacker Co. on a hiring agreement. The hiring agreement was executed on the 18th of February. On the following day the plaintiffs sent, at the request of the Blacker Co., a cheque for £257 to the Sheffield Co., and a cheque for £743 (the balance of the £1,000) to the Blacker Co. In the opinion of the court the agreement for sale, followed by sending the cheques, was a complete sale, not carried out by any document; and its effect was not altered by the documents following:—*First*, an invoice dated the 18th (but handed to the plaintiffs on the 19th?) February, shewing how the purchase-money had been appropriated. *Second*, a receipt from the Blacker Co. in the form following:—"Received of the North Central Wagon Co. cheque, value £733, which is placed to your credit, with thanks"—the result being that there was no bill of sale. The question being raised whether the receipt was not a "receipt" within the definition of "bill of sale" in the Acts, Cotton, L.J., stated that, in order that an invoice or receipt should constitute a bill of sale, it must be "an assurance of personal chattels," unless it came within the subsequent words "authorities or licences to take possession of personal chattels." In the present case the evidence shewed that there was a complete contract for sale before either the invoice or receipt was given. Bowen and Fry, L.J.J., concurred, the former pointing out that the *ratio decidendi* of *Cochrane v. Mathews* (10 Ch. D. 80), *Ex parte Odell* (27 W. R. 274, 10 Ch. D. 78), *Ex parte Cooper* (10 Ch. D. 318) was that certain documents ought to be read together, and that, when they were read together, they amounted to an "assurance" of the chattels. (See this discussed *ante*, p. 41.)

**Provisions as to payment.**—These are not given in the body of the Acts, but the form in the schedule to the Act of 1882 shews that the rate per cent. per annum and the time of payment must be specified.

Notwithstanding that the rate of interest is to be stated "per

annum," a statement of the rate per month is sufficient: *Lumley v. Simmons* (34 W. R. 759). Apparently, if no rate of interest is specified, but a fixed sum is to be paid as interest, the bill is bad: see *Myers v. Elliott* (16 Q. B. D. 526), in which the decision in *Thorp v. Cregeen* (33 W. R. 845), upholding a bill of sale in this form, was disapproved of; the last-mentioned case and *Wilson v. Kirkwood* (27 SOLICITORS' JOURNAL, 296; same case, W. N., 1883, 40, 44) must be considered as overruled. The reservation of compound interest renders the bill of sale void: *Goldstrom v. Tallerman* (17 Q. B. D. 80), reversed on appeal on the construction only, 14th of November, 1886, so that the case is still an authority on the point for which it is cited.

The principal may be made payable by instalments, notwithstanding that it is provided that on default of payment of any instalment, they shall all become due: *Lumley v. Simmons* (34 W. R. 759).

The direction that the stipulated time of payment shall be stated is imperative. "The words of the statute and schedule are, perhaps, not clear; they may well include a time fixed by reference to any known event; they may, perhaps, include a time to be ascertained by the happening of some contingency; but they do not, in our opinion, include a time to be ascertained by nothing but the mere choice and volition of the holder of the bill of sale," *per Fry, L.J.*, *Hetherington v. Groome* (13 Q. B. D., at p. 792), in which case it was held that an agreement for payment "on demand" rendered the bill of sale void: see also *Clemson v. Townsend* (1 Ca. & El. 418), *Mackay v. Merritt* (34 W. R. 433), *Bianchi v. Offord* (17 Q. B. D. 484), *Melville v. Stringer* (13 Q. B. D. 394), *Sibley v. Higgs* (15 Q. B. D. 619). The case of *Davis v. Usher* (12 Q. B. D. 491) must be considered as overruled. Notwithstanding the opinion of *Fry, L.J.*, stated above, it is now decided by the unanimous opinions of Lord Esher, M.R., Lindley, L.J., and Lopes, L.J., that the time of payment being uncertain avoids the bill of sale: *Hughes v. Little* (35 W. R. 36).

*Bill of sale given by way of indemnity.*—Sometimes a bill of sale is given in consideration of the grantee becoming a guarantor for the grantor to a creditor; in this case the sum secured by the bill of sale is payable at (or at some time determined by relation to) the time when the grantee pays the original creditor, and the amount secured by the bill is the amount so paid by him. A bill of sale of this nature is void for two reasons (*Hughes v. Little*, 35 W. R. 36, reversing 17 Q. B. D. 204)—

First, the liability of the grantor to pay the grantee arises on the failure of the grantee to pay the original creditor, and may not arise at all, so that the time of payment is uncertain.

Secondly, the amount that the grantee has to pay to the original creditor, and therefore the amount that the grantor has to pay to the grantee, is uncertain.

It also may, as in *Hughes v. Little*, be void as not being in accordance with the statutory form.

*Provisions as to the maintenance or defeasance of the security.*—The prescribed form authorizes the insertion of "terms as to insurance, payment of rent, or otherwise, which the parties may agree upon for the maintenance or defeasance of the security."

*Insurance.*—An agreement that the grantor shall insure against fire, pay the premiums, produce and deliver to the grantee the receipts for the premiums; that, on his default, the grantee may insure; that all moneys paid by the grantee for that purpose shall be repaid to him by the grantor on demand, and, till payment, shall be charged with interest on the premiums, does not avoid the bill of sale: *Hammond v. Hocking* (12 Q. B. D. 291), *Ex parte Staniford, Re Barber* (34 W. R. 507, 17 Q. B. D. 289). In these cases the grantor had power to repay to the grantee any moneys paid for insurance whenever he liked, and the rate of interest was £5 per cent. per annum. On the other hand, where the moneys were to remain a charge during a fixed period at £20 per cent. per annum, the provisions were held to invalidate the bill of sale: *Goldstrom v. Tallermann* (34 W. R. 459, 17 Q. B. D. 80).

*Rent, rates, and taxes.*—Where there were covenants by the grantor to pay rent, &c., to produce receipts for rent, and that on breach of any covenant by the grantor, all the moneys secured should become due: *Davis v. Burton* (31 W. R. 523, 10 Q. B. D. 414, 32 W. R. 423, 11 Q. B. D. 537), and where, if the grantor neglected to perform his covenants as to rent, &c., the grantee might do so, and that the sums so paid by him "should be recoverable in the same manner as the principal moneys and interest

hereby secured": *Bianchi v. Offord* (17 Q. B. D. 484), the bill of sale was held to be invalid.

#### CONCERNING SEARCHES.

##### (XX.) WHAT SEARCHES ARE USUALLY MADE.

We have already, in explaining the nature of the different things that can be discovered by a search, pointed out what are all the searches that can possibly have to be made; we now proceed to consider what searches are usually made in practice. This is a very difficult task, as the practice is not uniform in all offices; it is constantly changing, and there are no judicial decisions as to what are the proper searches.

There is a preliminary question, Whether it is worth making any searches? That eminent conveyancer, the late Mr. Dicey, once stated to the present writer, "I must say that my own opinion is rather against the utility of searches, except in Middlesex, Yorkshire, and for bankruptcies. But in the case of a mortgage, at least, I think it safer to adhere to the established practice as to searches." A solicitor who holds an important official appointment, in the exercise of which he has constantly to make very small transactions in land, told the writer that the expense of the usual searches would sweep away all his costs, and perhaps put him out of pocket in purchases of this nature, and that therefore he invariably omitted them, running the risk of an action for negligence (see 30 SOLICITORS' JOURNAL, 683). Notwithstanding these remarks it is the usual practice to make searches, restricted in the manner that we shall point out.

##### SEARCHES MADE BACK TO LAST PURCHASE.

Some years ago it was the custom to search against every person mentioned in the abstract who had been owner. As above mentioned, this practice is still followed by some firms as to searches in register counties, but perhaps the more usual plan is to search against the last purchaser on sale and all persons claiming under him. This practice is practically safe, owing to the great probability that, in ordinary cases, similar searches were made on the occasion of the last purchase, and that either nothing was discovered on that occasion, or that if anything was discovered it was satisfactorily disposed of. On the other hand, if there were special circumstances attending the sale—as, for instance, where, though it was nominally a sale for value, it was really a part of a family arrangement; or where it was a sale of a small plot to enable a landowner to round off his property, we cannot feel certain that the proper searches were made; and therefore in cases of this sort we ought to carry the searches further back. As, however, cases of this sort are rare, we shall, in these articles, assume that the searches are to be carried back to the time of the last purchase on sale. It may be asked, why do not we content ourselves with carrying back the searches to the last mortgage? There are two reasons. First, we can never be sure that a mortgage was not given to secure an antecedent debt, in which case the mortgagor might omit the searches; secondly, if the security is ample, a mortgagor might reasonably omit to search for charges of the nature that we discussed 30 SOLICITORS' JOURNAL, 699, 714, which are often called terminable charges. It is, however, right to point out that some practitioners of eminence only search since the last mortgage.

Where a vendor or mortgagor has in his possession a certificate of an official search made under the Conveyancing Act, 1882, it ought to be shewn on the abstract.

##### LOCAL AND PERSONAL ACTS.

There is, unfortunately, a practice growing up, but to what extent we cannot say, of passing Local and Personal Acts authorizing a company or some public body to improve buildings within a limited area, and to make, perhaps with the consent of the Chancery Division, a charge, generally of a terminable nature, on the property for the amount expended. See, for example, the "Improvement of Buildings Act (23 & 24 Vict. c. cxix.) (Local and Personal), authorizing the company thereby incorporated to improve buildings in the following districts:—First, the London district, comprising all lands situate within a distance of fifteen miles, measured in a straight line, from any part of St. Paul's

Cathedral; *Second*, the Liverpool district, comprising all lands situate within a distance of ten miles, measured in a straight line, from any part of St. George's Hall, Liverpool; *Third*, the Manchester district, comprising all lands situate within a distance of ten miles, measured in a straight line, from any part of the Exchange at Manchester; *Fourth*, the Birmingham district, comprising all lands situate within a distance of ten miles, measured in a straight line, from any part of the Town Hall at Birmingham. The repayment by instalments of the money advanced by the company for the purposes of the Act may be charged on the land, with interest, by an order of the Chancery Division.

Reference must also be made to the "Chambers and Offices Act, 1881" (44 & 45 Vict. c. clxxxii.) (Local and Personal). This enables "the Chambers and Offices Co." to acquire "common rights," as defined in the Act, over buildings laid out in flats, chambers, or offices, and situate in the County of Middlesex, the Borough of Southwark, the City of London, the Liberty of the Rolls, or in the Parish of Hove near Brighton. "Common rights" include the site of the roads, paths, entrances, staircases, passages, &c., the roof, chimneys, and outer walls, the rights of light and air and other easements over adjoining property, lifts and machinery provided for the general use of the building and occupiers, laundries, baths, lavatories, kitchens, closets, &c., fittings and appliances connected with the supply of hot and cold water, soil pipes, drains, and apparatus connected with soil drainage, rain water, and other things mentioned in the Act. The company has general powers to enter and repair, to pay "general expenses," which include insurance against fire, the performance of the lessee's covenants where the building is leasehold, the payment of rates and taxes, the costs of lighting and warming the building, the costs of painting and repairing, and of new works, wages of servants, the costs of enforcing bye-laws and recovering penalties, and of some other matters. All the several tenements are to pay a proportionate share towards the "general expenses," and the owner or occupier of each tenement is to pay "special expenses" incurred with respect to his tenement as certified by the surveyor of the company. The proportion of general expenses and also the special expenses payable to the company in respect of each tenement is to be a debt due to the company "from the owner and also from the occupier of the tenement," and is made a charge on his holding; the company, besides its remedy by action, may recover the amount by distress, entry and receipt of rents, and appointment of a receiver, leasing an unoccupied tenement, and may enforce their charge in the same manner as if the owner had agreed in writing to make a mortgage to the company for the amount due; the charge is to take priority over all other charges created after the tenement has become subject to the Act. The company may delegate their powers to a committee appointed by the owners and occupiers of the tenements. No provision is made for the registry of the charges. Having regard to the heavy burden thrown on the owners and occupiers of tenements in a building subject to the provisions of the Act, no prudent person will purchase, take a lease, or even go into occupation of chambers, in places where the Act applies, without inquiring whether the building of which the chambers form a part is subject to the provisions of the Act; fortunately the inquiry is easy, as the company is bound to keep posted up at or near the principal entrance a notice that the building is subject to the provisions of the Act. The omission by the company of keeping the notice up does not appear to prevent them from exercising the powers conferred on them by the Act.

Reference may also be made to the Act regulating New-square, Lincoln's-inn (23 & 24 Vict. c. clxxxiv.) (Local and Personal), imposing rent charges on certain chambers therein, imposing restrictions on the user thereof, and charging the expense of rebuilding chambers in certain cases on the inheritance. We shall not attempt to deal with charges created by Local and Personal Acts, as their existence can only be ascertained by local inquiries.

#### WHAT DETERMINES THE NATURE OF THE SEARCHES.

The searches to be made depend—(1) upon the nature of the property; (2) upon the nature of the interest dealt with, and, perhaps, slightly upon whether the transaction is a sale or a mortgage.

No one purchasing a house in a town would inquire whether it was subject to a charge under the Agricultural Holdings Act. There may be some exceptions to this, for as towns grow very rapidly it is quite possible that a charge of this nature may have

been imposed on agricultural land which becomes building land before the charge expires. It might be thought that no searches need be made for any terminable charges as to land within a town, but this is not the case; one of the large London properties is subject to charges of this nature.

#### SEARCHES AS AFFECTED BY THE NATURE OF THE PROPERTY.

**Copyholds.**—It has been said (1 *Bythewood*, by Sweet, 3rd ed., 103; *Hansard v. Hardy*, 18 Ves. 462; *Bugden v. Bigbold*, 2 Y. & C. C. C., at p. 390) that the court rolls of a manor are not notice to a purchaser. On the other hand, Leach, V.C., says, in *Pearce v. Newlyn* (3 Madd., at p. 188), that "a purchaser is affected by notice of the court rolls as far back as a search is necessary for the security of the title." These conflicting *dicta* may perhaps be reconciled, as meaning that the court rolls may be considered to be notice to a purchaser who searches, but not to one who does not. As it is impossible to rely with safety on want of notice, it is now the invariable practice, notwithstanding the remarks of Lord St. Leonards above referred to, to search the court rolls. It should be observed that in some manors a surrender made out of court may be presented at any time, and an admittance taken thereon, so that a subsequent incumbrancer or purchaser may be ousted by the existence of a surrender which he cannot discover by searching: *Horlock v. Priestley* (2 Sim. 75). It will be remembered that no searches for Crown debts or executions at the suit of the Crown can be required on the purchase of copyholds: 30 SOLICITORS' JOURNAL, 770. No searches need be made under the Middlesex, Yorkshire, or repealed Yorkshire Registration Acts. All other searches should be made that would be required in the case of freeholds.

**Leaseholds.**—Searches on the purchase of leaseholds will be the same as those on freeholds with the following exceptions. It will be unnecessary to search:—(1) for charges under the Public Money Drainage Acts and the Private Money Drainage Act, 1849, unless the lease is for a life or lives, or for years, for a term originally greater than fourteen years, and the rent does not exceed two-thirds of the clear yearly value at the time when the lease was granted; (2) for charges under the Improvement of Land Act, 1864, unless the lease is on life or lives renewable, or for years, for a term of twenty-five years at least or renewable. In these cases the leaseholder and the person in receipt of the rents and profits together make up the "landowner," and must be searched against. Inquiry must be made from the sheriff whether any writ of *f. s. f.* against the vendor is in his hands, but it will not be necessary to inquire as to *elegits*.

**Advowson.**—An advowson in gross cannot be taken in execution, as it yields no profits: see *Robinson v. Tonge* (3 P. W., at p. 401); *Westfaling v. Westfaling* (3 Atk., at p. 463). It followed that, although, after the passing of 1 & 2 Vict. c. 110, an advowson became liable to the charge created by a judgment under section 13, the charge cannot arise, probably on a judgment entered up on or after the 23rd of July, 1860, and certainly not on a judgment entered up after 27 & 28 Vict. c. 112, owing to the impossibility of delivering the advowson in execution. Probably an advowson appendant can be taken in execution with the manor. An advowson in gross can, however, be extended at the suit of the Crown.

From the nature of an advowson it cannot be liable to drainage or improvement rent charges. It follows that, on the sale of an advowson in gross, the only searches that are necessary are for Crown debts, executions at the suit of the Crown, bankruptcies, *lis pendens*, annuities, and in the local registers. If it has only been lately severed from the manor, the same searches may have to be made up to the time of severance as if the manor itself was being sold.

**Rent charge.**—A rent charge can be taken under an *elegit*: 2 *Cruise*, 52, citing *Moo. 32*, pl. 104, and *Noy.* 104 (the latter reference is incorrect), 1 & 2 Vict. c. 110, s. 11, and therefore the same searches for judgments and executions must be made on the purchase of a rent charge as if it was land.

It should be remarked that, although drainage or improvement rent charges cannot be charged on the rent charge itself, still, as, whether they are made before or after the creation of the rent charge, they generally have priority over it, it may, in case the rent charge nearly amounts to the annual value of the land, be advisable to search for them.

Searches must be made for bankruptcies, *lis pendens*, annuities, and in the local registers.

It should be observed that, although no annuity can at law be made to issue out of an incorporeal hereditament such as an annuity or rent charge, it is possible to charge it with an annuity in equity, and therefore that searches for annuities must be made on the purchase of an annuity or rent charge.

## REVIEWS.

### TRUSTEES' INVESTMENTS.

**THE INVESTMENT OF TRUST FUNDS.** By EDWARD ARUNDEL GEARE, Barrister-at-Law. Stevens & Sons.

The object of this little book, as stated in the preface, is to answer the questions—"Is it a proper investment?" "Would it be a breach of trust?" On the whole the answers given are satisfactory. In the first chapter the author discusses the duty of the trustee as to the investment of trust funds. He states most of the recent decisions bearing on the point at some length, and the conclusion he arrives at is, in the words of Jessel, M.R., that "the trustee ought to conduct the business of the trust in the same manner that an ordinary man of business would conduct his own." But he adds an important qualification not, we believe, hitherto stated in the text-books—"that the trustee may not do all that a prudent man of business might do in managing his own concerns, but that which the prudent man of business would do while strictly following the ordinary course of business."

The chapters on "Permissible Investments" and "Investments not Permitted" will be found useful. The general conclusion that the author comes to is that—(1) In the investment of trust funds the trustees should never employ the solicitor who acts for the borrower; (2) Trustees, when entertaining the question of investment, should not favour the tenant for life at the expense of the remaindermen; (3) Any conditions annexed to the power to invest or vary investments should be observed strictly; and (4) Trustees should avoid making any investment which subjects the trust funds to the control of any one of the trustees singly. Perhaps the best part of the book is the discussion of lending money on personal security, on real securities, and on second mortgages. The author also discusses the questions of profits made by the trustee out of the trust property, of neglect by the trustee to invest, of bringing money into court, and of investments by the court. We rather wonder that the author has not discussed the cruel decision of *Millett v. Haworth* (29 SOLICITOR'S JOURNAL, 555)—a decision which appears to render it desirable, in all cases where a wide range of investments is authorized, to give power to the trustees, notwithstanding the opposition of the beneficiaries, to change any investments which may, in the event, throw liability on the trustees.

## CASES OF THE WEEK.

**EDEN v. THE WEARDALE IRON AND COAL CO.**—C. A. No. 2, 11th January.

**THIRD PARTY—INTERROGATORIES—“OPPOSITE PARTY”**—R. S. C., 1883, XXXI, 1.

The question in this case was whether a plaintiff was entitled to deliver interrogatories for the examination of a third party. The plaintiff, who was the owner of land, brought the action for specific performance of an agreement by the defendants to take a lease of the coal under the land. The defendants commenced to work the coal, but they were served by the Ecclesiastical Commissioners with a notice that the coal belonged to them as lords of the manor. The defendants served a third party notice on the commissioners, claiming indemnity from them in case the plaintiff should establish his claim. An order was afterwards made giving the commissioners leave to defend and to deliver a counter-claim. The Court of Appeal decided (28 Ch. D. 333) that there was no power to give leave to a third party to deliver a counter-claim against the original plaintiff. The counter-claim was accordingly struck out, and the commissioners afterwards obtained an order to strike out their defence. By a subsequent order it was directed that the question of indemnity as between the commissioners as third parties and the defendants should be tried after the trial of the action, and that, pursuant to rule 53 of order 16, the commissioners, as third parties, should be at liberty to appear at the trial and oppose the plaintiff's claim so far as they might be affected thereby, and, for that purpose, to adduce evidence, oral and documentary, and to cross-examine the plaintiff's witnesses. Chitty, J., gave the plaintiffs leave to deliver interrogatories for the examination of the commissioners.

**THE COURT OF APPEAL** (COTTON, LINDLEY, and LOPEZ, L.J.J.) affirmed this order. It was contended on behalf of the commissioners that they were not "opposite parties" within the meaning of rule 1 of order 31, there being no issue between them and the plaintiff. The Court held

that the commissioners, by obtaining leave to oppose the plaintiff and to adduce evidence against him at the trial, had really placed themselves in the position of defendants, and had become "opposite parties" within rule 1 of order 31.—COUNSEL, Elton, Q.C., and Blakesley; Sir A. Watson, Q.C., and Dunham. SOLICITORS, White, Barrett, & Co.; Grossman, Grossman, & Prichard.

**RIDDELL v. THE EARL OF STRATHMORE**—C. A. No. 2, 12th January.

R. S. C., 1883, XIX., 27—**STRIKING OUT EMBARRASSING PLEADING.**

The question in this case was as to striking out the whole of a statement of claim, on the ground that it was embarrassing to the defendant. Rule 27 of order 19 empowers the court, at any stage of the proceedings, to "order to be struck out any matter in any pleading which may be unnecessary or scandalous, or which may tend to prejudice, embarrass, or delay the fair trial of the action." The action was brought to recover possession of land. By his statement of claim the plaintiff alleged that E., who died in 1759, was seized in fee in possession of the land, and that during her life she executed a deed of settlement, by virtue of which the property vested on her death in her niece, T., the wife of D., and her heirs, from whom and her successors in title, as the plaintiff alleged, the defendant's predecessor in title, G., well knowing the facts, fraudulently concealed the existence of the settlement, and entered into possession of the estates. The plaintiff claimed as purchaser of the property from J. D., the eldest son of G. L. D., who died in 1859, whose title was derived from the heir-at-law of T. D. The plaintiff alleged that the settlement still remained in the possession of the defendant, and that ever since the death of E. the defendant and his predecessors in title had retained it and received the rents of the property, with full notice that under it the property rightfully belonged to the plaintiff and his predecessors in title, and had fraudulently concealed from them the existence of the deed, and made it impossible for them to discover their right and title to the property until the year 1876, when the existence of the deed first came to the knowledge of J. D. and the plaintiff. The plaintiff claimed to recover the possession of the estates and the rents or mesne profits. On the application of the defendant, North, J., ordered the statement of claim to be struck out as embarrassing.

**THE COURT OF APPEAL** (Corron and LINDLEY, L.J.J.) affirmed the decision. Corron, L.J., said that in such a case, where the plaintiff sought to escape from the Statute of Limitations on the ground of a concealed fraud, he ought to state his case with extreme particularity, so as to enable the defendant to meet the case without disclosing all his title. The alleged settlement should have been stated so as to enable the defendant to raise the defence that such a settlement never existed. The rule was well stated by Bramwell, L.J., in *Phillips v. Phillips* (4 Q. B. D. 127). It was not enough to state an inference of law, but the fact should be stated from which the court could see the plaintiff's title. The plaintiff must not say simply, "Under and by virtue of a certain deed I am entitled"; he must state what the limitations of the deed were and the other facts, so as to enable the court to infer what his title was. In the present case the plaintiff had not stated his case in such a way as to enable the defendant to meet it without embarrassment and without disclosing all his title. There was no statement at all that T. D. was named as a remainderman in the settlement, but only of an inference of law that she became entitled. That was not a reasonable statement; it was embarrassing. Under rule 27 of order 19 his lordship thought that the court had jurisdiction to strike out the whole of a statement of claim if the whole of it was embarrassing. You could not fairly judge whether there had been fraud in concealing a settlement without knowing what its Limitations were. The whole thing depended on the statement of the settlement. LINDLEY, L.J., thought the case was near the line, but that it was covered by the principle of *Phillips v. Phillips*. The action was clearly a fishing one, and one could not help feeling that the plaintiff had not a case which he knew, but that he thought he had a case, and hoped he would be able to fish one out. His statement of claim was not in accordance with the requirements of rules 4, 6, and 7 of order 19. The only fraud suggested was fraudulent concealment of the settlement, and it was quite consistent with the allegations that there had been no fraud at all. It might be the plaintiff's misfortune if he could not state any more than he had done about the settlement, but this vague statement was not sufficient.—COUNSEL, Cookson, Q.C., McClymont, and C. E. Allan; Napier Higgins, Q.C., and Herbert Stephen. SOLICITORS, J. E. & H. Scott; Western & Sons.

**Re THE FLINT COAL AND CANNEL CO. (LIM.)**—Chitty, J., 11th January.

**COMPANY—WINDING UP—PROCEEDINGS AFTER PRESENTATION OF WINDING-UP PETITION—SUMMONS TO ENFORCE PAYMENT OF POOR RATES—COMPANIES ACT, 1862, s. 85.**

In this case, a petition having been presented for the winding up of the company, and an order made appointing a provisional liquidator, an *ex parte* application was made by the provisional liquidator for an injunction restraining the overseer of the poor from proceeding before the magistrates upon a summons for the enforcement of poor rates. *Re Briton Medical and General Life Assurance Association* (34 W. R. 390, 38 Ch. D. 503), was referred to.

CHITTY, J., said, as the poor rate was not a Crown debt, its enforcement had no priority by virtue of the Crown's prerogative. Nor was he aware of any legislation especially giving priority to claims for poor rates. Therefore, he held that the jurisdiction to restrain further proceedings upon the summons after the presentation of a winding-up petition fell within the

jurisdiction conferred upon the court by the Companies Act, 1862, s. 85. He therefore made the order asked for upon the provisional liquidator entering into the usual undertaking.—SOLICITORS, Beltons, Robbins, Bush, & Co.

*Re GAULARD & GIBBS' PATENT*—North, J., 11th January.  
PETITION FOR REVOCATION OF PATENT—TRIAL WITH ORAL EVIDENCE—PATENTS ACT, 1883, s. 26.

This was a petition for the revocation of a patent (this being the mode of procedure substituted by section 26 of the Patents Act, 1883, for the old *sive facias* to repeal a patent) on the ground of want of novelty in the alleged invention. Particulars of objection had been delivered by the petitioner. This was a motion by the respondents to the petition (the patentee and the assignees of the patent) that the petition might be heard with witnesses *sive eos*, and transferred into the list of witness causes.

NORMAN, J., held that the petition being equivalent to an action to try the validity of the patent, the applicants were entitled to the order for which they asked.—COUNSEL, Aston, Q.C., and J. C. Graham; Moulton, Q.C., and L. E. Pyke. SOLICITORS, Campbell, Reeves, & Hooper; A. Curtis Hayward.

*REICHEL v. THE BISHOP OF OXFORD*—North, J., 12th January.  
ECCLESIASTICAL BENEFICE—RESIGNATION—VALIDITY—CONDITION—WITHDRAWAL.

The question in this case was as to the validity of a resignation by a clerk in holy orders of his benefice. The plaintiff in the action claimed a declaration that an instrument of resignation of his benefice executed by him was void, and an injunction to restrain the defendant, the bishop of the diocese, from accepting the plaintiff's resignation, or treating it as valid, or declaring the benefice vacant, or instituting any other person thereto. In September, 1885, a charge of immoral conduct was publicly made against the plaintiff in his parish, and the bishop called upon him to clear his character or to resign his benefice. The plaintiff then took proceedings for this purpose, but without success. The bishop then wrote to the plaintiff to the effect that he expected to receive from him at once an intimation that he was ready to resign his living without delay, and, after some further correspondence, the bishop's secretary, by his authority, wrote to the plaintiff that "the bishop desires me to send you a deed of resignation, and to inform you that his lordship proposes to date his formal acceptance of it on the 1st of October next, and not to declare your benefice vacant until that date if the deed is at once executed and returned to me, and if his lordship also receives in the meantime an assurance of satisfactory arrangements for the care and duties of the parish during your absence. The deed requires to be executed by you before witnesses, and, if you are unable to obtain the attestation of a notary public in London, it may be remitted to me attested by two persons." The date October 1 was mentioned in this letter in consequence of a communication which had been made to the bishop by a friend of the plaintiff, and the bishop, in his evidence at the trial, stated that one reason for fixing that date was that the plaintiff might be able to receive a half-year's tithe. With this letter the bishop's secretary sent to the plaintiff a printed form of resignation. The plaintiff, on the 2nd of June, executed this instrument, and it was attested by two witnesses, neither of whom was a notary public. On the same day the plaintiff returned the instrument so executed to the bishop's secretary, who received it the next day, and signed a memorandum of surrender which was attached to it. He then sent the document to the bishop, with a memorandum of acceptance attached to it for his signature, and the bishop signed it and returned the document to his secretary. On the 16th of July the plaintiff handed to the bishop's secretary a document dated the 10th of June, executed by him, by which he purported to withdraw his resignation. This document was not communicated to the bishop or his secretary before the 16th of July. The action was commenced on the 14th of September, and the plaintiff, on the 22nd of September, applied to Grantham, J., as vacation judge for an interlocutory injunction. This application was refused (30 SOLICITORS' JOURNAL, 762). The plaintiff appealed, and the Court of Appeal, without deciding any question, requested North, J., to advance the trial of the action, and it was accordingly now tried. On behalf of the plaintiff it was contended that the resignation was invalid on three grounds—(1) that the deed of resignation was not made before the bishop in person or before a notary public; (2) that the deed was void because it was made under pressure, on condition, and for a pecuniary consideration; (3) that no resignation was binding until it had been accepted by the ordinary, and that it might be withdrawn before such acceptance, and that the plaintiff had withdrawn his resignation before acceptance.

NORMAN, J., overruled all these objections and dismissed the action. As to the first objection, he said that the authorities cited did not bear out the proposition. Resignation might be to the bishop in person, and if he accepted it, was complete and final. But it was not suggested that this was the only mode by which a resignation could be effected. His lordship could not find anything in canon, statute, or common law making it essential that a resignation, to be valid, should be either personal or before a notary public by an instrument attested by him and directed to the ordinary. He could not see why it would not be legal if done by letter or by the ratification by the ordinary of a resignation made to a wrong person. The bishop was entitled to prescribe what formalities he might require for the purpose of preventing any dispute, at a future time, whether an incumbent had actually resigned or not, and his lordship was not aware of any law which imposed any obligation on him as to the procedure he should insist upon in such cases, or which prevented him from dispensing, in any particular instance, with the

formalities ordinarily required in practice for his protection. And the bishop had stated in his evidence that in exceptional cases he did in practice dispense with attendance before a notary, and that it would be very inconvenient if he could not. The bishop could not make a practice for himself contrary to law, but there was nothing to show that his practice was of that character. In the present case the bishop had expressly waived the appearance of the plaintiff before a notary. As to the second point, his lordship said it was clear that a resignation of a benefice must, except in the case of an exchange, be unconditional, or, as the old writers said, it must be made *pure, sponte, absolute, et simpliciter*. There was no evidence of any pressure being applied to induce the plaintiff to resign. He was, no doubt, in a difficult position by reason of his own misconduct, but he had free choice between resignation by his own act and deprivation by hostile proceedings in the Ecclesiastical Court, and he deliberately chose the former. There was no pecuniary consideration for the resignation; the plaintiff was merely left in receipt of the legal emoluments of his office during the time he filled it. Nor was the resignation really upon any condition. It was necessary to fix some time from which the actual resignation should operate. If proceedings in the Ecclesiastical Court had become unavoidable, some time must have elapsed before any sentence of deprivation could have been passed, and the bishop acted within his powers in fixing a time at which the formal acceptance should be dated and declared. The plaintiffs' argument must go to this extent, that any resignation which has not to come into full operation at the very moment at which it was sent in and accepted, but only at a future time agreed on, would be invalid. His lordship did not assent to this proposition. It was a confusion of language to call fixing the date when a resignation was to operate the insertion of a condition. He thought that an honest arrangement that a resignation should take effect from a named future day was not illegal. It could not prejudice the patron of the living, for the time for lapse ran only from the date when the patron had notice of the actual avoidance. As to the third point, his lordship was of opinion that the sending in by the plaintiff of his resignation of the 2nd of June was not an offer which required some acceptance by the bishop, and was revocable by the plaintiff until such acceptance, but that an offer was made by the bishop to the effect that, if the plaintiff would place in the bishop's hands his formal resignation (the formal acceptance of which declaring the benefice vacant the bishop would date on the 1st of October) the bishop would abstain from taking the threatened proceedings against the plaintiff in the Ecclesiastical Court. This offer was accepted by the plaintiff and acted on by the bishop, and after it was impossible for the plaintiff to withdraw his resignation. Even if it was open to the plaintiff to withdraw his resignation before acceptance, in his lordship's opinion the plaintiff had not done so. He thought that it was not necessary that the bishop's acceptance should be in writing, and that he did accept the resignation when he received back the deed without objection, and abstained from further action. At any rate, the *onus* was on the plaintiff to prove the withdrawal before acceptance, and he had failed to prove it. Moreover, according to the ecclesiastical law, if a man had once given up his benefice, and afterwards, changing his mind, wished to return to it again, this later wish would be in vain, unless some cause existed which made the ordinary think that the former cession should be undone and treated as nothing. It was not stated in terms that this applied to a case in which the resignation had not been accepted, but his lordship thought that it did, because, if the avoidance had been completed by acceptance, a new presentation, institution, and induction would have been necessary, and such ceremonies could not be dispensed with by a mere change of mind on the part of the bishop and the priest. According to ecclesiastical law, as his lordship understood it from the authorities, a person who had tendered a resignation which had not been accepted, and who might withdraw it if matters remained as they were, was prevented from withdrawing it, even before acceptance, if, in consequence of the tender, any party was in a different position from that in which he would have been if no tender had been made. The plaintiff, by sending in his resignation, procured a postponement of legal proceedings against himself, and thereby, by ecclesiastical law, incapacitated himself from withdrawing it during the interval before the 1st of October, and this would be so even if the true view was that the bishop did not accept the resignation until that date. Consequently the plaintiff's attempt to withdraw his resignation failed entirely.—COUNSEL, Oceans-Hardy, Q.C., and A. Young; Jelf, Q.C., Muir MacKenzie, and Mackarness. SOLICITORS, Hyde, Tundy, & Mahon; Cunliffe & Davenport.

*IN THE GOODS OF THOMPSON*—P. D. & A. Div., 11th January.  
ADMINISTRATION—PREMPTION OF DEATH—CHRISTIAN NAME UNKNOWN—EVIDENCE—PEDIGREE.

This was an application for a grant of letters of administration on presumption of death. In an administration action in the Chancery Division inquiries had been directed as to the persons entitled to share in certain settled property, and it became necessary to prove the death of the children of a Mr. and Mrs. Thompson. These parties were proved to have had a daughter, who had married a Mr. Taylor. The deaths of Mr. and Mrs. Taylor were proved, but then it was alleged that there had also been a son born of the marriage who had died before the birth of the daughter, and whose death the court was now asked to presume, there being no evidence as to either his Christian name or the date of his birth. It was proved, by production of her baptismal certificate, that the daughter was born in May, 1811. From affidavits made by two former servants of the family, it appeared that Mrs. Thompson had stated to each of them that she had had a son who had died before her daughter's birth, but, to the best of the recollection of both deponents, she had never

mentioned the Christian name of such son, and they both stated that when they were respectively servants of the family the said daughter was the only living child of Mr. and Mrs. Thompson.

HANNEN, P., said that the mother's statement was plainly admissible as a declaration by a deceased person as to a question of pedigree. He saw no reason to doubt its genuineness, and, therefore, the grant might be made. The grant must state the surname of the deceased, and that his Christian name was unknown. There would be a limitation as to date, and it would be recited in the grant that the death occurred after the date of the marriage, and before the date of the daughter's birth.—COUNSEL, Bayford, Q.C. SOLICITORS, Lindo & Co.

#### CASES AFFECTING SOLICITORS.

*Re ALLEN*—C. A. No. 2, 13th January.

SOLICITOR—COSTS—PREPARATION OF LEASE—ELECTION TO BE PAID UNDER OLD SYSTEM—“BEFORE UNDERTAKING ANY BUSINESS”—SOLICITORS’ REMUNERATION ORDER OF AUGUST, 1882, RR. 2, 6.

This was an appeal from the decision of Kay, J. (35 W. R. 100, *ante*, p. 78), the question being at what time a solicitor was entitled to exercise the right of election given to him by rule 6 of the Remuneration Order of August, 1882, to be remunerated according to the old system as altered by schedule II. to the order, instead of by the scale fee. Rule 2 of the order provides that the remuneration of a solicitor “in respect of business connected with . . . leases . . . is to be regulated as follows, namely:—  
(b) In respect of leases, and agreements for leases, of the kinds mentioned in part II. of schedule I. to this order, . . . when the transactions shall have been completed, the remuneration of the solicitor having the conduct of the business is to be that prescribed in part II. of such schedule I.” And by rule 6, “In all cases to which the scales prescribed in schedule I. hereto shall apply, a solicitor may, before undertaking any business, by writing under his hand communicated to the client, elect that his remuneration shall be according to the present system as altered by schedule II. hereto; but if no such election shall be made, his remuneration shall be according to the scale prescribed by this order.” In the present case a summons was taken out by lessees to review a taxation of the costs of the lessor's solicitors, which the lessees were liable to pay. The question arose thus:—On the 29th of January, 1883, a lease was granted which contained a covenant by the lessor that he or his representatives would grant to the lessee or his representatives, at his or their costs, new leases of the demised premises until ninety-nine years in the whole had been granted, every such renewed lease and the counterpart thereof to be prepared by the lessor's solicitor for the time being, and the costs thereof paid by the lessee or his representatives. The property was copyhold, and a lease of it could not be granted without the licence of the lord of the manor. In July, 1885, a renewed lease which had been granted under the covenant was about to expire, and on the 24th of July the solicitors of the persons who claimed to be entitled to a further renewal wrote to P., who was the representative of the original lessor, claiming on behalf of their clients a renewal of the lease in accordance with the covenant, and asking to be put in communication with P.'s solicitors, and that he would instruct them to prepare a lease accordingly. They offered at the same time to produce to P.'s solicitors certain documents shewing the title of the claimants to the benefit of the covenant for renewal. P. took this letter to his solicitors, and on July 25 they wrote to the claimants' solicitors:—“Our client has seen us with your letter of yesterday addressed to him, and the matter therein referred to shall have our attention.” P.'s solicitors were afterwards satisfied that the claimants were entitled to the renewal, but some delay took place in getting P. admitted on the rolls of the manor, and in obtaining the licence of the lord for the lease. This having been done, P.'s solicitors, before commencing the preparation of the draft of the lease, on the 19th of October, 1885, gave notice in writing to P., that on the grant of the lease it was their intention to charge their costs thereof and incidental thereto in accordance with schedule II. The lease was afterwards prepared. On the taxation of the costs, at the instance of the lessees, it was objected that P.'s solicitors had not made their election in time “before undertaking the business,” and that they were only entitled to remuneration according to the scale fee under part II. of schedule I. The taxing master held that the election had been made in sufficient time, and that the solicitors were entitled to be remunerated according to the old system as altered by schedule II. Kay, J., reversed this decision, holding that the business was “undertaken” on the 25th of July, when P.'s solicitors wrote to the solicitors of the claimants, that being a part of the business for which they could charge P., and being business “connected with” the lease, and that after that it was too late for P.'s solicitors to elect under rule 6.

This decision was affirmed by the Court of Appeal (Corron, LINDLEY, and LORNS, L.J.). Corron, L.J., thought that it would be wrong to hold that, after a solicitor had done any part of the business which would be covered by the scale fee, he was at liberty to say that that fee would not pay him for the work, and that he would elect to be remunerated under schedule II. That would be giving the solicitor the option of accepting the scale fee when it would pay him and rejecting it when it would not. Rule 6 applied, and the question was whether the notice of election of the 19th of October was given early enough. That depended upon what was meant by the words “undertaking” and “business” in the rule. In his lordship's opinion the word “business” meant all that business the payment for which would be covered by the scale fee, for, though part II. of schedule I. only spoke of the remuneration for “preparing, settling, and completing lease and counterpart,” yet rule 2 said that that remuneration

was to be “in respect of business connected with” a lease. What, then, was the meaning of “undertaking” the business? In his lordship's opinion the business was “undertaken” by the solicitor as soon as the client retained him and he accepted the retainer. He thought that, in the present case, the solicitors had, before the 19th of October, “undertaken” the business to which the scale fee applied, and that the proper conclusion was that, when P. put into their hands the letter of the 24th of July from the claimants' solicitors, he instructed them to attend to the matter, and to undertake the preparation of the lease, if they should be satisfied that the applicants were entitled to it. They then undertook the business for which the scale fee provided the remuneration, in case the lease should be granted. If the lease had not been completed their remuneration would have been under schedule II. The proper conclusion was that they accepted the letter handed to them by their client as instructions to attend to the matter referred to in it, and their own letter to the claimants' solicitors shewed that they understood it as instructions to carry out the lease, if the persons who had applied for it should prove to be entitled to it. Consequently the election on the 19th of October was made too late. His lordship would give no opinion now whether the business of getting P. put on the rolls and obtaining the licence of the lord was covered by the scale fee. LINDLEY, L.J., said that the expression “before undertaking any business,” in rule 6, was obscure, and to understand it the earlier part of the order must be looked at. Subject to the question of election, it was obvious that the business would have to be paid for according to part II. of schedule I., and it was for the solicitors to show that they had done what was necessary to exclude that. Rule 6 provided that, in order to exclude, the solicitor must elect, in writing, “before undertaking the business.” Looking at the facts of this case, and the correspondence, his lordship could not see any ground for saying that the business was undertaken in October; he thought it was undertaken in July. The only other possible view was that that part of the business which was done before the notice of the 19th of October had nothing to do with the granting of the lease; but it was very difficult to say that it was not business “connected with” the lease. If the court were to accede to the view of the appellants, a solicitor might always sub-divide any business, and elect, as to a part of it, not to be paid according to the scale. This would be totally inconsistent with the rules. LORNS, L.J., concurred.—COUNSEL, Miller, Q.C., and A. J. Allen; Haldane. SOLICITORS, Allen & Son; Parker, Garrett, & Parker.

*Re SYKES (DECEASED)*—Chitty, J., 11th January.

SOLICITOR—COSTS—SCALE FEES FOR CONDUCTING SALE BY AUCTION—COMMISSION PAID TO AUCTIONEER—SOLICITORS’ REMUNERATION ACT, 1881 (44 & 45 VICT. c. 44)—GENERAL ORDER, SCHED. I., PART L, R. 11.

This was a summons to review taxation. It appeared that an order had been obtained in an administration action for the sale of the testator's real estate. The property was situate in Yorkshire, and the plaintiff, who had the conduct of the sale, obtained in chambers an allowance by the chief clerk of £23 12s. 6d. for the auctioneer's fees and £52 10s. for surveyor's fees, the latter sum being directed to expressly include valuation fees. These two sums were included in the bill sent in by the plaintiff's solicitor for taxation together with items amounting to £51 10s., being scale charges for conducting the sale of property by public auction as fixed by schedule I., part I., of the General Order made in pursuance of the Solicitors' Remuneration Act, 1881. These scale fees were disallowed by the taxing master on the ground that rule 11 of schedule I., part I., provided that “the scale for conducting a sale by auction shall apply only in cases where no commission is paid by the client to an auctioneer,” and that the case fell within *In re Wilson* (29 SOLICITORS' JOURNAL, 438, 29 Ch. D. 790). The plaintiff took out a summons to review taxation. He stated that, in accordance with the prevailing practice in the North of England, the auctioneer had merely offered the lots in the auction-room and had been paid for that only, and the surveyor for valuing, measuring, surveying, and letting the property, but that all the work in connection with making arrangements for the sale, preparing, printing, and distributing the particulars and conditions of sale and lithographing the sale plan, advertising in newspapers and by bill-posting, and getting a full attendance at the auction-rooms was done by the solicitor, and all the bills for printing, advertising, &c., &c., were sent in to the solicitor and paid by him. On the appointment to tax, and also on seeing the taxing master on the objections carried in to the taxation, the plaintiff's solicitor asked the taxing master to strike out the auctioneer's charges and permit the solicitor himself to pay them, but this the taxing master declined to do, stating that when a sale took place through the court the solicitor was not allowed to pay the auctioneer. It was contended by the plaintiff that it was the solicitor and not the auctioneer who had done the work, and that *In re Wilson* was merely a decision that when the auctioneer had done the work and been paid for it the solicitor could not charge scale fees, and that this was the proper construction to put on rule 11. It should be stated that the taxing master had added an additional 10 guineas to the bill of costs as extra remuneration to the solicitor in respect of labour incidental to the sale which the scale fee was not intended to include.

CHERRY, J., said that the case fell within the principle of *In re Wilson*. The auctioneer and surveyor had not been paid by the solicitor but by the client, and the case therefore was exactly within rule 11. The taxing master was right in not permitting the solicitor to pay the auctioneer, for, had the solicitor had the power to make such payment, the application in chambers to the chief clerk for his sanction to the payment would not have been required. It was said that the solicitor himself had done the business which, in London, usually falls within the duties

of the auctioneer, but that the custom in the North of England was different to that in the South. That might be so, but, inasmuch as rule 11 of the General Order did not constitute any distinction between the custom obtaining in different parts of the kingdom, he had no option except to dismiss the summons.—SOLICITORS, *H. B. Clarke & Sons*, for *W. H. Clough*, Checkheaton, Yorks; *Flower & Nussey*, for *Carr & Cadman*, Gomersall, Yorks.

*Ex parte THE MAYOR, &c., OF LONDON, Re THE METROPOLITAN AND DISTRICT RAILWAYS ACT, 1879*—Kay, J., 13th January.

SOLICITOR—"INVESTIGATING TITLE"—SOLICITORS' REMUNERATION ACT, 1881—GENERAL ORDER, AUGUST, 1882, R. 2, SCHED. I., PART I.

This case raised the question as to a solicitor's right to be paid the scale charge, under the General Order, "for investigating title," &c., on a purchase of property, where the nature of the title and the circumstances of the purchase were such as rendered the labour of investigation slight, whilst owing to the large amount of the purchase-money (over £90,000), the sum payable under the scale was considerable. The question arose out of a re-investment in land by the Corporation of London of moneys which had been paid into court by the above-mentioned railways in respect of property required for the purposes of their undertaking under the special Act, and of which re-investment the railways were liable to pay the costs. The moneys had been re-invested in the purchase of the old Bankruptcy Court, Basinghall-street, which, under section 68 of the Bankruptcy Act, 1861, was vested in the Commissioners of her Majesty's Works and Public Buildings, and by that section was to be "appropriated to such purposes as the Lord Chancellor shall direct." On the purchase an intimation had been given by the Solicitor to the Treasury that the Government did not intend to furnish any evidence of title to the property, but that the sale would be effected under the authority, and by the direction, of the Lord Chancellor, under the above section. The purchaser's solicitor had previously prepared a summons for procuring the sanction of the court to the purchase, by which the usual inquiry into title was asked. On receiving the above intimation he referred to section 68 of the Bankruptcy Act, and subsequently wrote to the Solicitor to the Treasury on the subject of whether the Lord Chancellor had authorized the sale. The reply was that the authority had been given in a letter signed by the secretary, but that an authority signed by the Lord Chancellor himself should be procured, and it was procured accordingly, and a copy sent to the purchaser's solicitor. Upon this he amended the summons by omitting the inquiry as to title, as he thought he should be able to satisfy the chief clerk that the inquiry would be unnecessary. In the result the chief clerk, after adjourning the matter for the purpose of the original of the authority from the Lord Chancellor being produced before him, sanctioned the purchase without referring the title to the conveyancing counsel, and the purchase was accordingly completed. On the taxation of the purchasers' costs their solicitor claimed the scale fee for investigating the title, &c., calculated on the amount of the purchase-money, under schedule I., part I., of the General Order, which thus amounted to £278 15s. 7d. This the taxing master disallowed, on the ground that no title had been produced or investigated, and the purchasers now applied by summons to review his taxation. In support of the application it was contended that there had been an investigation of the title, for the chief clerk would not have sanctioned the purchase except upon being satisfied that the title was a good one, and that *Re The Merchant Taylors' Co.* (33 W. R. 693, 30 Ch. D. 28) established that a solicitor was equally entitled to the scale fee whether the title was inquired into by the court or not. On behalf of the railway companies, it was contended that there had been no investigation into the title, as the vendors had stipulated that they were not to shew any: the reference to the general Act of Parliament under which their title arose amounted to no more than a proviso by a vendor that a purchaser should assume that he was seized in fee; and that *Re Lacey & Sons* (32 W. R. 233, 25 Ch. D. 301) shewed that, where the work included in the schedule was not in fact performed, the scale fee was not payable.

KAY, J., decided in favour of the claim. His lordship said that he was sorry not to be able to agree with the taxing master, but there had clearly been an investigation of the title by the purchaser's solicitor. The reason the Solicitor to the Treasury refused to furnish evidence of title obviously was merely because the Act of Parliament, on which the vendor's title rested, was perfectly accessible to the purchasers. But there was, nevertheless, a title to investigate, and the purchaser's solicitor would have been wanting in his duty to his clients if he had not investigated it. And that he, in fact, did so, was shewn by the fact that, being satisfied with the sufficiency of the authority to sell, he required, and obtained, the further authority from the Lord Chancellor. The question as to the commissioners' power of sale was one that required careful consideration. And had the solicitor allowed the matter to be referred to the conveyancing counsel to the court, in that case there would clearly have been an investigation of title within the General Order. His lordship added that it was not part of his duty to consider whether the result of the Act of Parliament and of the General Order was to produce hardship or not. It was true that this was by no means the first case in his court where the scale had resulted in gross overpayment, but presumably the Legislature intended the possibility of this being so. In this case an investigation of title had clearly taken place, and he was compelled, though with reluctance, to differ from the taxing master, and to allow the summons, with costs.—COUNSEL, *Sir A. Watson*, Q.C., *Treasy*; *Farwell*. SOLICITORS, *H. H. Crawford*; *Baxters & Co.*

The retirement of the Irish Lord Chief Justice is announced. It is stated that the Irish Attorney-General, Mr. Holmes, will succeed to the post.

## LAW SOCIETIES.

### INCORPORATED LAW SOCIETY.

The following notices of motion have been given for the special general meeting to be held on Friday, the 25th inst., at 2 o'clock:

Mr. H. E. Gribble will call attention to the resolution of the society passed at the annual provincial meeting held at York on the 12th and 13th of October, 1886, and subsequently approved by the council, and will move: "That a committee be appointed to consider and report to the council on the measures necessary to be taken with the object of assimilating the practice in England generally to that which prevails in the North of England with respect to the employment and remuneration of auctioneers. That the committee (of whom ten shall be a quorum) shall consist of members of the society, to be named at the meeting, with power to add to their number. That it be an instruction to such committee to especially invite the co-operation of members familiar with the practice in the North of England."

Mr. F. K. Munton will ask: "What steps have been taken by the council in relation to the resolution passed at the last annual meeting as to the questions with the Middlesex registry?" and will move: "That the special committees' county court report be remitted back to such committee for reconsideration, with the aid of the council's observations thereon, and especially in conjunction with the official rules and regulations promulgated since the report was drawn up—the committee to have power (with the concurrence of the council) to add to their number."

Mr. Samuel Day will move: "That the following be added to the existing rules of the Law Society Club: 'The committee, notwithstanding anything to the contrary in these rules, shall have power, subject to the approbation of a majority of the members voting at a general meeting specially called for the purpose, to elect, as honorary member, any person not being a member of the Incorporated Law Society.'"

Mr. J. J. Coulton will move: "(1) That, at the annual provincial meetings of this society, a printed copy of all the papers be handed to every member on application at the place of meeting or during the meeting. (2) That the papers be taken as read and the whole time of the meeting devoted to their discussion. (3) That the papers be grouped into sections, and the time apportioned to each section in proportion to quantity and importance. (4) That no speaker be allowed more than ten minutes. (5) That the author of a paper should have the right of reply. (6) That no thanks be given to any member or official of the society."

Mr. Charles Ford will ask: "(1) Is the president of the society, and are the members of the council, unanimously of opinion that the Law Club (as constituted after the commencement of my Chancery action in regard to the old club) is beneficial to the general body of members of the society; what is the estimated value of the premises occupied by the club; and what is the present number of members of the club who are members of the society? (2) Referring to the statements made by Mr. Roscoe, when president of the society, at general meetings held in July, 1885, and January, 1886, as to the Students' Fee Fund created by section 8 of the Solicitors Act, 1877, what is the sum now available for legal education in connection with that section?" And will move: "(1) This meeting, whilst recognizing the good intentions of the council in small grants recently made to Liverpool and Newcastle-on-Tyne for educational purposes, is of opinion that these and similar grants should be larger in amount, and should be made without the conditions hitherto imposed by the council. (2) That the interests of solicitors and the public require that many public legal appointments, from which solicitors are at present excluded, should be thrown open to them."

## LAW STUDENTS' JOURNAL.

### THE INCORPORATED LAW SOCIETY.

#### FINAL EXAMINATION.

*Under the Solicitors Act, 1877.*

Subjects of examination in the year 1888:—

1. The Principles of the Law of Real and Personal Property, and the Practice of Conveyancing.
2. The Principles of Law and Procedure in matters usually determined or administered in the Chancery Division of the High Court of Justice.
3. The Principles of Law and Procedure in matters usually determined or administered in the Queen's Bench Division of the High Court of Justice, and the Law and Practice of Bankruptcy.
4. The Principles of Law and Procedure in matters usually determined or administered in the Probate, Divorce, and Admiralty Division of the High Court of Justice; Ecclesiastical and Criminal Law and Practice; and Proceedings before Justices of the Peace.

Candidates are required to give notice in writing forty-two days at least before the date of the examination to the Secretary of the Incorporated Law Society, Chancery-lane, London.

Candidates are also required, at the same time, to leave with the secretary of the society their articles of clerkship and supplemental articles (if any), and certificate of having passed the intermediate examination, together with answers to the questions as to due service and conduct, to be answered by the candidate and his principal and agent if any. Prints of these questions can be obtained on application at the office of the Incorporated Law Society.

Where articles of clerkship expire between 10th January and 15th April candidates may be examined in January, 1888; between 14th

April and 22nd May in April, 1888; between 21st May and 2nd November in June, 1888; between 1st November, 1888, and 11th January, 1889, in November, 1888; or at any subsequent examination.

The examinations in 1888 will be held at the hall of the society, Chancery-lane, London [the dates of the examinations will be published in July next].

Candidates who fail to pass, or attend at the examination for which they have given notice, may attend at any subsequent examination. A renewed notice must, in that case, be given fourteen days, at least, before the date of such subsequent examination.

The fee payable on giving notice of examination is £5, for a renewed notice £2 10s., and for the honours examination £1. Cheques or post-office orders should be crossed "Messrs. Goslings & Sharpe."

#### LAW STUDENTS' DEBATING SOCIETY.

The society held its usual quarterly meeting at the Law Institution, Chancery-lane, on Tuesday, January 11th; Mr. E. P. Bilbrough in the chair; when, owing to the prolonged discussion of special business, the subject on the agenda paper was not reached.

#### PRESTON LAW DEBATING SOCIETY.

The first general meeting of this society for session 1886-87 was held on the 7th inst. The chair was occupied by Mr. W. E. M. Tomlinson, M.P., barrister-at-law. Six legal queries were discussed and satisfactorily settled. The following case was then argued:—"Should the case of *Blackburn, Low, & Co. v. Vigore* be reversed on appeal to the House of Lords?" In this case, which was one on marine insurance, a principal appointed an agent to effect a policy of insurance on his ship. Before the agent could effect it he discovered that the ship was lost. He told his principal that he could not effect an insurance, but concealed the fact that the ship was lost. The principal then appointed another agent to try to effect an insurance, and this agent succeeded. Was the policy effected by the second agent good? Mr. A. Bush opened the case on behalf of the affirmative, and he was supported by Messrs. A. W. Ladyman and R. A. McNab. Mr. Rawsthorne upheld the negative contention, and he was followed by Messrs. T. H. Clarke and H. Whiteside. After Mr. Rawsthorne had summed up and Mr. Bush replied, the chairman very impartially summed up and put the question to the jury, when it was unanimously decided for the negative—i.e., that the case ought not to be reversed on appeal to the House of Lords. A vote of thanks to the chairman brought the proceedings to a termination.

#### LEGAL NEWS.

##### OBITUARY.

Sergeant WILLIAM BALLANTINE died at Margate on the 9th inst., at the age of seventy-five. The deceased was the eldest son of Mr. William Ballantine, magistrate at the Thames Police-court, and was born in 1812. He was educated at St. Paul's School. He entered at the Inner Temple at an early age, and, after having been a pupil in the chambers of the late Baron Watson, was called to the bar in Trinity Term, 1834. He selected the Home Circuit, and for over twenty years he practised at the Central Criminal Court and at the Middlesex Sessions. He was for several years a revising barrister, and he soon acquired a large criminal practice, besides being extensively employed in licensing business. In 1856 he was created a sergeant-at-law (at the same time with the late Sergeant Parry), and he gradually acquired a leading civil business both on circuit and in London, while still holding special briefs in criminal cases. In 1863 he received a patent of precedence, and for the next fifteen years he occupied a leading position at the Common Law bar. He was a powerful cross-examiner, and his tact and powers of sarcasm rendered him very successful with juries. He often appeared as leading counsel for the large railway companies, and he was frequently successful in defeating fraudulent claims to compensation. He was also largely employed in election petitions. It would be impossible here to enumerate all the important cases in which Mr. Sergeant Ballantine was engaged, but we may mention among criminal cases *Reg. v. Manning*, *Reg. v. Muller*, *Reg. v. Baker*, the *Rachel case*, the *Overend and Gurney case*, the *Boutton and Park case*, and among civil cases the *Chetwynd divorce case*, the *Mordaunt divorce case*, and the *Risk Allah Bey case*. He was also leading counsel for the plaintiff in the *Tieckhorns* ejectment suit. In 1875 he went to India, being specially retained for the defence of the Guikwar of Baroda, when he was understood to have received the unprecedented fee of 10,000 guineas. His health gave way about six years ago, and since that time he had gradually ceased to practice. About five years ago he published two volumes of "Experiences of a Barrister's Life," which contained some amusing experiences of professional and social life. He afterwards went to the United States on a lecturing tour, which was not believed to have been successful, and on his return he published another work, entitled "From the Old World to the New." Mr. Sergeant Ballantine was a bencher of the Inner Temple. He had filled the office of treasurer of Sergeant's-inn, in which capacity he carried out the sale and division of the property of that society. He was married in 1845 to the daughter of Mr. George Gyles, but he had been a widower for many years. His only son, Mr. William Henry Walter Ballantine, was called to the bar at the Inner Temple in Hilary Term, 1871, and is a member of the South-Eastern Circuit.

Mr. THOMAS KENNEDY RAMSAY, a Puisne Judge of the Court of Queen's Bench at Quebec, died at St. Hugues, Canada, on the 22nd ult. Mr. Justice Ramsay was the youngest son of Mr. David Ramsay, of Grimmet, Ayrshire, and was born in 1826. He was educated at the Ayr Academy, and at the University of St. Andrews, and he was called to the bar in Lower Canada. He was secretary to the Commissioners for the Codification of the Laws of Lower Canada. He was assistant judge of the Superior Court of Canada from 1870 to 1873, when he was appointed a Puisne Judge of the Court of Queen's Bench at Quebec.

Mr. THOMAS PLATT, barrister, died at Brockley Lodge, Finchley, on the 14th ult, in his eighty-seventh year. Mr. Platt was the fourth son of Mr. Samuel Platt, and was born in 1800. He was educated at St. Paul's School. He was called to the bar at Lincoln's-inn in Trinity Term, 1826, and he had for many years a considerable practice as a conveyancer. He was the author of a work on the Law of Covenants, and of a well-known work on the Law of Leases. Mr. Platt was married first, in 1839, to the eldest daughter of Mr. John Hugh Smyth Pigott, of Brockley Hall, Somersetshire. He became a widower in 1853, and he was married secondly, in 1859, to the eldest daughter of Mr. Charles Phillips, Commissioner of the Insolvent Debtors Court.

#### APPOINTMENTS.

Mr. EDWARD MACNAUGHTEN, Q.C., M.P., who has been appointed a Lord of Appeal in Ordinary on the resignation of Lord Blackburn, is the second son of the late Sir Edmund Workman Macnaughten, Bart., and was born in 1830. He was formerly Fellow of Trinity College, Cambridge, where he graduated in the first class of the Classical Tripos, and as Chancellor's Medallist, and a Senior Optime in 1852. He was called to the bar at Lincoln's-inn in Hilary Term, 1857. He was Secretary to the Chancery Funds Commission. He became a Queen's Counsel in 1880, and he has since practised in the Rolls Court and before Mr. Justice Chitty. He was M.P. for the county of Antrim in the Conservative interest from 1880 till 1885, when he was returned for North Antrim. He is a bencher of Lincoln's-inn. He is married to the daughter of the late Mr. Baron Martin.

The Right Hon. Sir HENRY THURSTAN HOLLAND, Bart., G.C.M.G., M.P., who succeeds Mr. Stanhope as Secretary of State for the Colonies, is the eldest son of Sir Henry Holland, Bart., M.D., and was born in 1825. He was educated at Harrow and at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Michaelmas Term, 1849, and he formerly practised on the Northern Circuit. He was Secretary to the Common Law Commission, and he was Assistant Under-Secretary of State for the Colonies from 1870 till 1874. He was M.P. for Midhurst in the Conservative interest from 1874 till 1885, when he was elected M.P. for Hampstead. In June, 1885, he was appointed Financial Secretary to the Treasury, and two months afterwards he was appointed Vice-President of the Committee of the Council on Education, and was sworn in as a member of the Privy Council. He went out of office in February, 1886, but he was re-appointed in the July following. Sir H. Holland was created a Knight Grand Cross of the Order of St. Michael and St. George in 1885. He is a bencher of the Inner Temple, a magistrate for Surrey, and a deputy-lieutenant for Middlesex.

The Right Hon. EDWARD STANHOPE, barrister, M.P., Secretary of State for the Colonies, has been appointed Secretary of State for War. Mr. Stanhope is the second son of the fifth Earl Stanhope, and was born in 1840. He was educated at Harrow, and at Christ Church, Oxford, where he graduated B.A. in 1862, and he was subsequently elected a Fellow of All Souls' College. He was called to the bar at the Inner Temple in Easter Term, 1865, and he formerly practised on the Home Circuit. He acted as an assistant commissioner on the Employment of Women and Children in Agriculture, and he was M.P. for Mid Lincolnshire from 1874 till 1885, when he was returned for the Horncastle Division of that county. Mr. Stanhope was Secretary to the Board of Trade from 1875 till 1878, Under-Secretary of State for India from 1878 till 1880, Vice-President of the Committee of Council on Education from June till August, 1885, and President of the Board of Trade from August, 1885, till February, 1886. He was appointed Secretary of State for the Colonies in July, 1886.

Mr. ALFRED MILNER, barrister, who has been appointed Private Secretary to the Chancellor of the Exchequer, is the only son of Dr. Charles Milner, and was born in 1854. He was formerly scholar of Balliol College, Oxford, where he graduated first class in Classics in 1876. He obtained the Herford Scholarship in 1874, the Craven Scholarship in 1877, and the Derby Scholarship and the Eldon Law Scholarship in 1878, and he was subsequently elected a fellow of New College. Mr. Milner was called to the bar at the Inner Temple in January, 1881, and he is a member of the Midland Circuit.

Mr. EDWARD BRADFORD MEDLYCOTT, barrister, has succeeded to a Baronetcy on the death of his elder brother, Sir William Coles Medlycott. Sir E. Medlycott is the second son of the late Sir William Coles Medlycott, and was born in 1832. He was educated at Merton College, Oxford. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1855, and he practices on the Western Circuit.

Mr. WILLIAM BOWEN ROWLANDS, Q.C., M.P., has been appointed a Magistrate for Cardiganshire.

Mr. JAMES FOTHERGILL EVANS, solicitor, of Chepstow, has been appointed Clerk to the Magistrates for the Chepstow Division of Monmouthshire and for the Lydney Division of Gloucestershire. Mr. Evans was admitted a solicitor in 1874.

Mr. THOMAS PRIESTMAN, solicitor, of Hull, has been elected President of the Hull Incorporated Law Society for the ensuing year. Mr. Priestman was admitted a solicitor in 1868.

Mr. JOHN DUNNING PRICKMAN, solicitor, of Okehampton and Exeter, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. FREDERICK MATTHEW DARLEY, Q.C., of Sydney, has been appointed Chief Justice of the Colony of New South Wales in succession to Mr. Julian Salomons, resigned.

Mr. WILLIAM STOREY COLLINS, solicitor (of the firm of Collins & Son), of Bath, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

The Right Hon. EDWARD PLEYDELL BOUVERIE, barrister, has been elected Chairman of the Wiltshire Quarter Sessions.

Lord EDMUND FITTMURICE, barrister, has been elected Deputy-Chairman of Quarter Sessions for Wiltshire, on the resignation of Judge Callard.

Mr. G. MAYOR COOKE, of Gray's-inn-square, has been appointed a Commissioner to take Acknowledgments of Married Women in respect of Property in India, also a Commissioner for Oaths of the High Court at Fort William.

Mr. WYNNE E. BAXTER has been appointed a Commissioner of the Supreme Court of South Australia for taking Affidavits.

#### PARTNERSHIPS DISSOLVED.

JAMES BOINTON and WALTER FOSTER, solicitors (Binton & Foster), Leeds. Dec. 31.

SAMUEL ROWLES PATTISON, CARR WIGG, WILLIAM GURNEY, and WILLIAM KING, solicitors (Pattison, Wigg, Gurney, & King), 11, Queen Victoria-street, London, so far as concerns the said William Gurney. Jan. 1.

JOHN WARWICK HICKIN and WILLIAM GRAHAM, solicitors (Hickin & Graham), 29, Lincoln's-inn-fields. Jan. 1.

JOHN HOWARD JONES, BRUCE MACPHERSON BROADFOOT, and ALFRED OLIVER BROUGHTON, solicitors (Howard Jones & Co.), Liverpool, as regards the said Bruce Macpherson Broadfoot. The said John Howard Jones and Alfred Oliver Broughton will continue to carry on the said practice under the style of Howard Jones and Broughton. Dec. 31.

JOHN EDWARD MARSDEN and WILLIAM LYMINTON WILLIAMS, solicitors (Marsden, Williams, & Co.), Wakefield. Dec. 30. [Gazette, Jan. 7.]

GEORGE HIRTZEL and WILLOUGHBY ILBERT, solicitors (Hirtzel & Ilbert), Exeter and Okehampton. Dec. 31.

EDWIN MORRIS and WILLIAM HENRY MAKIN DRAPER, solicitors (Morris & Draper), Liverpool. Dec. 31.

#### GENERAL.

Arthur Foster, a clerk to a firm of Birmingham solicitors, who obtained £5,700 from Messrs. White & Sons, solicitors, of Bedford-row, by forgery, was on Wednesday sentenced to fifteen years' penal servitude.

At the opening of the law courts at Dublin a statue of the late Lord O'Hagan, which had been erected between the portals of the Queen's Bench and Common Pleas Courts, was unveiled.

The Solicitor-General, speaking at Plymouth on Saturday, said he hoped that when the House of Commons had time to deal with practical matters he might be allowed to do his part in improving and codifying the law of libel.

A return showing the number of receiving orders in the High Court, and in the several county courts having Bankruptcy jurisdiction in England and Wales, gazetted in the quarters ended respectively December 31, 1886, 1885, and 1884, and in the twelve months ended respectively December 31, 1886, 1885, and 1884, is published in the *Gazette*. The numbers were for the quarter ending December 31, 1886, 1,271; quarter ending December 31, 1885, 1,030; quarter ending December 31, 1884, 928; 12 months ending December 31, 1886, 4,860; 12 months ending December 31, 1885, 4,345; and 12 months ending December 31, 1884, 3,231.

#### COURT PAPERS.

##### SUPREME COURT OF JUDICATURE.

| Date.                  | ROTA OF REGISTRARS IN ATTENDANCE ON |                          | Mr. Justice<br>KAY.      | Mr. Justice<br>CHITTY. |
|------------------------|-------------------------------------|--------------------------|--------------------------|------------------------|
|                        | APPEAL COURT                        | APPEAL COURT             |                          |                        |
| Mon., Jan. 17          | Mr. Carrington                      | Mr. Pemberton            | Mr. Lavie                | Mr. Koe                |
| Tuesday ... 18         | Lavie                               | Clowes                   | Carrington               | Jackson                |
| Wednesday ... 19       | Beal                                | Pemberton                | Lavie                    | Koe                    |
| Thursday ... 20        | Fugh                                | Clowes                   | Carrington               | Jackson                |
| Fri., Jan. ... 21      | Leach                               | Pemberton                | Lavie                    | Koe                    |
| Saturday ... 22        | Godfrey                             | Clowes                   | Carrington               | Jackson                |
|                        | Mr. Justice<br>NORTH.               | Mr. Justice<br>STIRLING. | Mr. Justice<br>KEKEWICH. |                        |
| Monday, January ... 17 | Mr. Godfrey                         | Mr. Ward                 | Mr. Fugh                 |                        |
| Tuesday ... 18         | Leach                               | King                     | Beal                     |                        |
| Wednesday ... 19       | Godfrey                             | Ward                     | Fugh                     |                        |
| Thursday ... 20        | Leach                               | King                     | Beal                     |                        |
| Friday ... 21          | Godfrey                             | Ward                     | Fugh                     |                        |
| Saturday ... 22        | Leach                               | King                     | Beal                     |                        |

#### COURT OF APPEAL.

##### HILARY Sittings, 1887.

(Continued from page 171.)

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

Henderson v Rothschild & Sons app of plt from jdgt of V C Bacon, dated 20 June, 1886 Aug 13

In re The Queensland Steam Shipping Co Id & Co's Acts Explo C Parbury & ors app of p'tur from order of Mr Justice North dismissing p'tit for winding up order Aug 14

In re The Trade Mark "Normal" No. 64259 & Patents, &c, Act, 1883 app of the Normal Co from Mr Justice Chitty allowing preliminary objection to registration Aug 16

Woodward v Sansum & Co app of defts from order of V C Bacon, dated 30 Aug, 1886 Aug 20

In re Randell, dec Hood v Randell app of defts from judge of Mr Justice Kay, dated 28 July, 1886 Aug 26

Lumley v Simmons app of plt from judge of Mr Justice Stirling, dated 24 July 1886 Aug 26

Jones v Powell (construction) app of H J Jones from part of order of Mr Justice Chitty, dated 10 Aug, 1886 Aug 27

In re Minns, dec Minns v Andrews (construction) app of plt from order of Mr Justice Kay, dated 11 Aug, 1886 Aug 28

In re Prosser, dec Richwood & Prosser (construction) app of plt from order of V C Bacon, dated 9 Aug, 1886 Aug 28

Biscoe v Jackson app of Attorney-Gen. from order of Mr Justice Kay, dated 9 Aug, 1886 refusing to vary Chief Clerk's certificate Sept 2

Buckmaster v Buckmaster (construction of settlement) app of L C Seaton from order of V C Bacon, dated 14 Aug, 1886 Sept 3

In re Boyce, dec Crofton v Crofton app of Philippe Canage from order of Mr Justice North, dated 3 Aug, 1886 Sept 2 (security ordered Nov 17)

Probate Joseph Crane & ors v Edward Crane & anr app of plt from judge of the President dismissing action for revocation of Probate Sept 3

In re London & Leeds Bank Id & Co's Acts app of T Noton from order of Mr Justice Grantham, dated Sept 23, 1886, dismissing petition to wind up Co Oct 13

In re Paul Raoul de Faucheuix and other Persons interested in No 21 Lichfield Street, Soho (expte Metropolitan Board of Works) app of Jas McLachlan & ors from order of Mr Justice North, dated 19 July, 1886 Oct 16

In re G H C Pickler, dec Clane v Pickler (construction of Will) app of deft Fredk Schwicker from order of V C Bacon, dated 7 May, 1886 Nov 1

In re Appia No 35,891 by Adolphe Arbenz, of Warwick, Merchant, and Chas Osborne & Co's (No 689) opposition thereto, and Patents &c Act, 1883 app of C Osb rne & Co from order of Mr Justice Kay, dated 2 Aug, 1886, declining title to register Nov 3

Knight v Greenway app of plt from order of V C Bacon, dated 8 July, 1886, for account of mortgage security by equitable transferee Nov 3

In re W P Gray and H H Lawrence's Settlement Trusts Acason v Greenwood app of plt F A Greenwood from orders of Mr Justice North, dated 29 July and 29 October, 1886 Nov 5

Guy & Co v Churchill & ors app of plt from jdgt of Mr Justice Stirling, dated 25 July, 1886 Nov 6

Hilmore v Smith app of plt from jdgt of V C Bacon, dated 8 November, 1886 Nov 11

Probate Owen Jones v Pierce Evans app of plt Owen Jones from jdgt of Mr Justice Butt, dated 27 October, against Will of 27 Jan, 1885 Nov 16

In re the National Trust Co Id & Co's Acts Petition of Walker & Co app of the company from winding up order of Mr Justice North, dated Nov 16 (security ordered Nov 24)

Harris & Sons v Rothwell (Patent) app of plt from order of Mr Justice Chitty, dated 29 October, 1886, on special case as to prior publication Nov 16

In re Arthur Ernest Ward, of Oxford, & Solicitor app of Mr A E Ward from order of V C Bacon, dated 6 November, refusing in motion for review of taxation Nov 17

In re the Barangah Oil Refining Co Id & Co's Acts app of W P Arnott from refusal of Mr Justice North, dated Nov 8, to remove from list of contributors Nov 23

Smith v Stonham app of plt from jdgt of Mr Justice Stirling, dated 13 Nov, 1886 Nov 23

MacDougal v Knight app of plt in person from order of Mr Justice North, dated 23 Nov, on summons to vary Chief Clerk's Certificate Nov 23

In re Edwin W Croxley, dec Mauns v Burn (Ayscough's Claim) app of plt Wm Bu: n from order of V C Bacon, dated November 5, admitting claim as creditor Nov 23

In re Dowager Lady Hastings, dec Hallott v Hastings app of plt Robert Keane from refusal of Mr Justice Kay, dated 10 Nov, to vary Chief Clerk's Certificate Nov 25

In re Sion College London Estate and College Act, 1875 & 1884, and L C C Act, 1845 Expte Mayor & Co of London (construction of 39th sec of L C C Act) app of Mayor & Co of London from order of Mr Justice Kay, dated 11 Nov, refusing costs of re-investment out of College Funds Nov 25

In re the Emperor Life Assurance Soc Id (Cos Act, 1862, 1867; Cos Arrt Act, 1870; Life Asses Act, 1862, 1867) app of Thomas Bennett, a credit, from refusal of Mr Justice Kay, dated 18 Nov, to admit claim as policy holder Nov 26

In re Messrs Wilton & Sons, of Bath, Solicitors In re Trench's Settlement dated 28 Aug, 1845 In re Trench and Horwood's Settlement, dated 7 October, 1846 app of T H Horwood (surviving Trustee) from refusal of V C Bacon, dated 13 July, to direct repayment of sum retained for costs Nov 30

Low v Petley app of plt Mary R Fryer from part of jdgt of V C Bacon, dated June 23, dealing with priority of mortgage D c 1

In re Albert Exhibition Palace Id & Co's Acts app of H P Sharp from refusal of Mr Justice Kay, dated 13 Nov, to wind up Co Dec 2

In re the Medical Attendance Assoc Assoc Id & Co's Acts app of Official Liquidator from order of Mr Justice North, dated 4 Nov, refusing to place D A Cawley on list of contributors Dec 4

Downes v Wright app of plt from jdgt of V C Bacon, dated 21 July, 1886 Dec 7

In re H Chillingworth, dec White v Heath app of dft Francois Heath from order of Mr Justice Kay, dated Nov 20, 1886 Dec 7  
 In re Herbert H Sugg, dec Sugg v Sugg app of dfts from jdg't of Mr Justice Stirling, dated 1 July, 1886 Dec 7  
 Lever & Co v Goodwin Bros app of dfts from jdg't of Mr Justice Chitty, dated Dec 2, 1886 Dec 14  
 Pradl v Tull & anr app of dft H G Chandlers from jdg't of Mr Justice Kekewich, dated 17 Nov, 1886 Dec 14  
 Wa'dell v Fane app of A J Russell & ors from refusal of nota by Mr Justice North, dated 26 Nov, not to draw up order on far con Dec 16  
 Biscoe v Jackson app of dfts Rachel Atkinson, widow, and ors from order of Mr Justice Kay, dated Nov 9, 1886 Dec 17  
 In re the Eberhardt Co Id and Co's Acts app of E H Tamplie and ors execs of R. Towne, from refusal of Mr Justice Kay, dated Nov 30, 1886 Dec 17  
 In re Chas Muffett, dec Jones v Mason app of pls from refusal of Mr Justice Chitty, dated Nov 29, to vary Chief Clerk's Certificate Dec 21  
 Hall v Bromley app of pls from jdg't of Mr Justice Kekewich, dated Dec 18, 1886 Dec 21  
 Harris v Brooke app of dfts from jdg't of Mr Justice Kekewich, dat'd Dec 7, 1886 Dec 20  
 Francis v Wilson app of pit from order of Mr Justice Kay, dated Dec 11, discharging order for foreclosure Dec 31

## Appeals from the County Palatine Court of Lancaster.

From Interlocutory Orders.

1886.

In re Thos Etty, Ge:t, one, &c, and In re Toxteth Brewery Co & Co's Acts and Chancery Lancaster Act's app of liquidator from refusal of Vice-Chancellor to direct account and payment of assets in hands of solicitor Oct 4 (S O till Bills taxed)

## From Final Orders and Judgments.

1886.

Wilson v The Miles Platting Permanent Benefit Building Society app of pit from jdg't of the Vice-Chancellor, dated 25 March, 1886 Oct 23  
 Hinckliffe v Sheridan & ors app of dft Sheridan from jdg't of the Vice-Chancellor, dated 16 August, 1886 Dec 18

N.B.—The County Palatine Appeals as the dates of setting down are reached in the General and Separate Lists are set aside and taken on the first Thursday in every Sitting, and afterwards on the first Thursday in the following months during the Sittings.

N.B.—During Hilary Sittings Palatine Appeals (if any reached) will be taken on the following days, viz:—

Thursday, January 13.

Thursday, February 3.

Thursday, March 3.

## From Orders made on Interlocutory Motions in the Chancery Division.

Separate List.

1886.

In re J. G. Alford, dec Hunt v Parry app of pit from Mr Justice Parsons refusing allowance of payment out of estate for maintenance and education, dated 5 April, 1886 April 22 (S O Feb 2)

In re Hillesay & Taylor, solrs In re Hillesay & Hillesay, solrs app of Messrs Hillesay & Taylor from Mr Justice Kay disallowing objections to taxation July 17 (S O Feb 14)

Fass v Gaster app of pit from Mr Justice Stirling (sitting as Vacation Judge) refusing to restrain erection of buildings, dated 1 Sept, 1886 Sept 24

Leslie v Cave app of dft from refusal of Mr Justice North, dated Nov 12, to order trial of issues of fact with a jury in Derby Dec 3 (securitry ordered Dec 8)

Pr. bate Jenness & ors v Earl Beauchamp & anr app of pls from Mr Justice Butt on Nov 23, affirming Registrar's order striking out pit Cook's name & for security Dec 13

Eden, Bart v Wessdale Iron & Coal Co Id app of Recoleal Commerc from order of Mr Justice Kay, dated Nov 26, giving leave to deliver interrogatories Dec 16

Bateman v Poplar Board of Works app of pls from order of Mr Justice North, dat'd Dec 12, refusing to restrain offensive smells under defendants' control Dec 17

Dacwells v Jacobs app of pls from refusal of Mr Justice Chitty, dated Dec 10, to strike out defense Dec 21

Riddell v Earl of Strathearn app of pit from order of Mr Justice North, dated Nov 25, to strike out amended claim Dec 21

Hester v Hester app of C K Kibble and ors (Mortgagors) from order of Mr Justice Kay, dated Dec 4, 1886, refusing to vary Taxing Master's Certificate Dec 23

Haddock v Barton Haddock v Brown app of dft Susan Campbell, from order of Mr Justice Stirling, dated Nov 30, confirming conditional contract Dec 24

Rugerson v Lord Revelstoke Lord Revelstoke v Rogerson app of pls in first action from order of Mr Justice Chitty, dated Nov 26, for trial of issues Dec 30

## FROM THE QUEEN'S BENCH AND PROBATE, DIVORCE, AND ADMIRALTY (ADMIRALTY) DIVISIONS.

Timmins v Dickinson app of dft from judge of the Master of the Rolls at trial without a jury in Middlesex July 23 (abated by bankruptcy)

Robinson v Duke of Buccleuch and Queensberry app of dft from judge of Mr Justice Stephen at trial without a jury at Leicester July 26

Watts, Ward & Co v Poingdestro, Messner & Co app of pls from judge of Baron Huncleson at trial at Newcastle July 26

Mozon v Marquis of Townshend app of pit from judge of Mr Justice Wills at trial without a jury in Middlesex July 29

Lyle v Kennedy app of dft from judge of Mr Justice Stephen at trial in Middlesex July 29

Pedder & anr v Hunt app of plaintiffs from judge of Justice Manisty at trial without a jury in Middlesex July 30

Keyes, Widow v Hayes (horse warranty) app of pit from judge of Lord Justice Bowen at trial without a jury in Middlesex July 31

Forster & ors v Cobb app of pls from judge of Lord Justice Bowen at trial without a jury in Middlesex July 31

Morgan & anr v Hardy & anr (Richard Fothergill 3rd party) app of Richard Fothergill from judge of Mr Justice Deaman at trial at Swansea Aug 4

Morgan & anr v Hardy & anr (Fothergill, 3rd party) app of dfts from judge of Mr Justice Deaman at trial on counter claim at Swansea Sept 14 (advanced by order)

The Oldham Our Lady's Sick and Burial Society v Taylor & ors app of dfts from judge of Mr Justice A L Smith at trial without a jury at Manchester Aug 6

The Met Ry Co v The Met District Ry Co and Met & District Joint Committee app of dfts from judge of the Master of the Rolls at trial without a jury in Middlesex Aug 6

Allan v Wharton (parol agreement) app of pit from judge of Mr Justice Grantham at trial without a jury at Durham Aug 6

Skip Augusta (damage) Owners of the Cullinan & ors v Owners of the Augusta & freight app of dfts from judge of the President, dated 26 July, 1886 Aug 9 (assessor not asked for)

Ship St Asaph (disputed ownership) Broker v Briggs & anr app of pit from judge of Mr Justice Butt, dated 28 July, 1886 Aug 10 (without assessor)

The British Mutual Banking Co Id v The Charnwood Forest Co app of dfts from order of Justices Manisty and Mathew on in f.—action tried by the Lord Chief Justice in Middlesex Aug 11

Dencombe v Davy, Widow (exrrix) app of dft from judge of Mr Justice Stephen at trial in Middlesex Aug 11

Huxley v The West London Extension Ry Co app of pit in person from judge of the Lord Chief Justice at trial with a jury in Middlesex Aug 12

Oppert v Beaumont & anr app of pit from judge of Lord Justice Fry at trial in Middlesex without a jury Aug 13

Smith & Wife v Stobart & ors trading as Stobart and Co app of pls from judge of Baron Huddleston at trial at Leeds Oct 19

Rose v Bloxam app of pit in person from judge of Mr Justice Mathew at trial in Middlesex Oct 20

Rose v The Official General Permanent Benefit Building Socie'y app of pit in person from judge of Master of the Rolls at trial in Middlesex Oct 20

Bayshaw v Taylor and in re an interpleader issue between Drew v Joselyne app of pls in issue from judge of Mr Justice Field at trial in Middlesex Oct 22

Young & ors v Smith and ors app of pls from judge of Baron Huddleston at trial at Newcastle Oct 23

Denison v Thompson & anr app of dfts from judge of Mr Justice Grantham at trial at Leeds Oct 25

Easterbrook & ors v J Gibb & Co app of dfts from judge of Mr Justice Grantham at trial at Leeds Nov 3

The Cape of Good Hope Bank, Id. v Ball, Bevan & Co app of dfts from judge of Mr Justice Mathew at trial in Middlesex Nov 4

Eversole Hotels and Restaurant Co Id, v E Jonas & Bros app of pit Co from judge of Mr Justice Mathew at trial in Middlesex Nov 6

The Hive Purchase Farming Co, Id, v Kennedy app of dfts from judge of Mr Justice Stephen at trial in Middlesex Nov 8

Snaps v Johnstones app of pit from judge of Mr Justice Cave at trial in Middlesex Nov 10

The United Kingdom Mutual Steamship Insur A-soc, Id v Nevill app of pit from judge of Mr Justice Grove at trial in Middlesex Nov 11

Messenger v Messenger app of pit from judge of Mr Justice A L Smith at trial at Carlisle Nov 11

The Chartered Bank of India, Australia, and China v Fernie & Sons & ors app of pls Fernie & Sons from judge of Lord Chief Justice at trial in Middlesex Nov 16

Ostorne v Milner app of dft from judge of Mr Justice Denman at trial in Middlesex Nov 17

Hunt v The Paddington Vestry app of pit from judge of Mr Justice Denman at trial in Middlesex Nov 18

Richards v Jenkins (Q. B Crown Side) app of pit from judge of Justices Wills and Grantham after trial of interpleader issue in County Court remitted from High Court Nov 19

Pickering v Carter app of dft from judge of Mr Justice Wills at trial in Middlesex Nov 20

Reid v The Explosives Co Id app of pit from judge of Mr Justice Manisty at trial in Middlesex with a jury Nov 24

Barnett, Hoare, & Co v South London Tramways Co app of pls from judge of Mr Justice Field at trial in Middlesex Nov 26

Nott v Paulin app of dft from judge of Mr Justice Stephen at trial in Middlesex Nov 29

Gapp v Board app of pit from judge of Mr Justice Mathew at trial in Middlesex Dec 2

Runciman v Ellis app of pit from judge of Mr Justice Hawkins at trial at Newcastle on Tyne Dec 8

Ston, Lains, & Co v Lafone app of dft from judge of Mr Justice Denman at trial in Middlesex with a jury Dec 9

Kaye & ors v Chubb & Sons Safe and Lock Co Id app of dfts from judge of Mr Justice Mathew at trial in Middlesex Dec 18

Sohns & Co v The Great Eastern Ry Co app of dfts from judge of Mr Justice Day at trial in Middlesex Dec 21

Carmichael & Co v Liverpool Sailing Ship Owners Mutual Indemnity Assoc app of dfts from judge of A L Smith & Wills on special case Dec 21

## From Orders made on Interlocutory Motions in the Queen's Bench Division.

1886.

Petrie v Sutherland app of dft from Justices A L Smith and Wills refusing order for further affidavit of documents Dec 10

Beningfield v Kynaston app of dft H R Kynaston from Baron Huddleston and Mr Justice Manisty on application for new trial directing entry of judgment—action tried by Mr Justice Hawkins with a jury Dec 10

Wright v Hon Chandos Leigh & ors app of pls from Baron Huddleston and Mr Justice Hawkins refusing to order ditta further answer to interrogatories and production of documents Dec 14

The Owen's College v The Overseers of Chorlton upon Medlock (Q. B Crown side) app of overseers from order of Justices Stephen and A L Smith on special case stated under 12 & 13 Vict c 44, as to Poor Rate Assessment Dec 16

Murgatroyd v The Blackburn and Over Darwen Tramway Co app of dfts from Baron Huddleston and Mr Justice Manisty refusing new trial—action tried by Mr Justice Denman at Liverpool with a jury Dec 17

Garnon v Richardson app of pit (by Trustees in Bankruptcy) from Baron Had-

diction and Mr Justice Manisty refusing motion for payment of arrears of annuity Dec 18  
 Macalpin v Young app of debt from Justices Grove and Wills rescinding order of Mr Justice Grantham for discharge of receiver Dec 18  
 Henderson Bros v The Mersey Dock and Harbour Board app of debts from judge of Mr Justice Mathew at trial in Middlesex (on application to expedite appeal directed to be placed in Interlocutory List) Dec 18  
 The National Bank of Wales, Id, v Matthews & Co & ors app of debts Armstrong & Co from Justices Denman and Hawkins affirming order granting leave to defend on payment into court Dec 20  
 Spencer v Armstrong app of debts from Baron Huddleston and Mr Justice Manisty affirming order granting leave to defend on payment into Court Dec 20  
 Burge v Power app of pft from Baron Huddleston and Mr Justice A L Smith refusing new trial—action tried by Mr Justice Denman with a jury in Middlesex Dec 22  
 In re an Arbitration between Williams and The British Mutual Insco Assoc id app of the British Mutual Insco Assoc from Justices Wills and Grantham directing entry of judg on special case Dec 22  
 Oppet v Beaumont and ors app of dfts from Justices Denman and Hawkins affirming refusal to add words that no action be brought in respect of execution Dec 24  
 Stanbury and anr v Plymouth Dock Waterworks Co app of dfts from judg of Justices A L Smith and Wills on points of law raised by pleadings Dec 24  
 Corporation of Manchester v Hampshire app of dt from Baron Huddleston and Mr Justice Manisty on application for new trial setting aside non-suit, and directing entry of judg—action tried at Manchester by Mr Justice Grantham Dec 28  
 D man v Scottish Widows' Fund Life Assco Soc app of pft in person from Baron Huddleston & Mr Justice Manisty refusing new trial—action tried in Middlesex by Mr Justice Hawkins Dec 30  
 Nobels Explosives Co Id v Wood app of pft Co from Baron Huddleston and Mr Justice A L Smith refusing new trial—action tried by Mr Justice Manisty in Middlesex Dec 31

1887.

Weldon v De Bache app of pft from Baron Huddleston and Mr Justice Manisty affirming refusal to extend time for appl Jan 3

**FROM PROBATE, DIVORCE, & ADMIRALTY DIVISION.  
(ADMIRALTY).**

For Hearing.  
With Nautical Assessors.  
1886.

Ship Victoria (damage) Owners of the Cervix & ors v Owners of the Victoria & Freight app of debts from judg of the President, dated 25 May, 1886 June 16  
 Ship Rhyl and International (damage) John Cory & Sons v Owners of International app of pfts from judg of Mr Justice Butt, dated 6 July, 1886 Oct 8  
 Ship Ceto (damage) Owners of the Steamship Lebanon & ors v Owners of the Steamship Ceto app of pfts from judg of the President, dated Nov 5, 1886 Nov 23  
 Ship India (damage) Owners of the Neptune & ors v Wm Watkins app of dfts from judg of the President, dated Nov 24, 1886 Dec 16

From the Queen's Bench Division, Sitting in Bankrupt.  
 In re W H Palmer Expte W H Palmer app of debtor from Mr Registrar Halsitt (heard Oct 29 by Master of Rolls and Lords Justices Lindley & Lopes—subsequent application—S O generally)  
 In re A M Gillespie & ors Expte N F Roberts app of trustees (J. Young) from Mr Justice Cave (heard Nov 6 by Master of Rolls and Lords Justices Lindley and Lopes, judgment delivered Nov 26—to be mentioned first day Hilary Sittings)

For Hearing.

In re Job Thomas Expte Geo W Jones (Thomas Bear, trustee) app of G W Jones from the Divisional Court affirming order of Newport (Mon) County Court for payment of costs  
 In re T A Hockaday Expte H W Nelson (trustee) app of trustee from the Divisional Court affirming judgment of Judge Homerham Cox, declaring validity of Bill of Sale  
 In re Frederick Hann Expte E Foreman (trustee) app of trustee from the Divisional Court affirming refusal of Deputy County Court Judge to declare delivery of goods fraudulent and void

**HIGH COURT OF JUSTICE.**

**QUEEN'S BENCH DIVISION.**

HILARY Sittings, 1887.

New Trial Paper.

For Judgment.

Grief v Ellis & anr (Laby 3rd party) stands over for Official Receiver's further report in Laby v Grief (Heard before Mr Justice Mathew and Mr Justice A L Smith)

For Argument.

Set down 16th March, 1886 Middlesex Hulsekopf v Aerated Bread Co Sir R Webster Justice Manisty  
 Set down 19th March, 1886 Middlesex Bryce v Rusden Sir J Gorst Baron Huddleston  
 Set down 16th April 1886 Middlesex Pike, Sons & Co v Ongley & anr Mr Winch Justice Manisty  
 Set down 26th May 1886 Middlesex McCuan v Lon & St Katharines Docks Co Sir R E Webster L C J of England  
 Set down 8th June 1886 Middlesex Drafen & anr v Walker & anr Mr H Matthews Justice Grove  
 Set down 18th June 1886 Middlesex Caruncho v Berndes Mr French Justice Field  
 Set down 30th June, 1886 Middlesex Holding v Fischer Mr A Cross Justice Hawkins  
 Set down 2nd July, 1886 Middlesex Davis v North London Trams Co Mr T R Kemp Justice Field  
 Set down 17th July, 1886 Carlisle Crears v Burnside & anr Mr Gully Justice A L Smith  
 Set down 20th July, 1886 Middlesex Hough & Co v Bolton Mr Bigham Justice Field

Set down 21st July, 1886 Middlesex Shepherd v Partington Advertising Co Mr Willis Justice Field  
 Set down 24th July, 1886 Middlesex McIntosh v Consolidated Credit and Mortgage Corp, Id Mr Davis Justice Field  
 Set down 24th July, 1886 Middlesex Hawker v Governors of the Royal Hospital of Bethlehem Fit in person Justice Wills  
 Set down 30th July, 1886 Middlesex Cooper v Blackmore & ors Mr Hollings Justice Deanman  
 Set down 31st July, 1886 Sheriff of Middlesex Field v Bennett & anr Att-Gen  
 Set down 3rd August, 1886 Derby Clay v Myers Mr Bassard Justice Stephen  
 Set down 3rd August, 1886 Middlesex Cleverton v Uffelman Mr Chatty Justice Denman Motion for judgment to be argued with this motion  
 Set down 6th August, 1886 Middlesex Cumbersach v Henderson Mr Crisps Lord Justice Bowen  
 Set down 10th August, 1886 Hereford Barrell v Humphries & ors Mr Amphlett L C J of England Motion for judgment to be argued with this motion  
 Set down 12th August, 1886 Birmingham Staple v Worthington Mr J C Lawrence Justice Wills  
 Set down 14th August, 1886 Liverpool Fey v Commercial Union Assco Co Id Mr Walton Justice Cave  
 Set down 29th October, 1886 Durham Lister & Wife v The Haswell Co-operative Provision Society Id Mr A Jones Baron Huddleston Motion for judgment to be argued with this motion  
 Set down 27th October, 1886 Norwich Hubbard v Smith Mr Biofield Baron Pollock  
 Set down 28th October, 1886 Swansea Llewelyn v Glasbrook Mr Glascodine Justice Grove Motion for judgment to be argued with this motion  
 Set down 1st November, 1886 Liverpool District Registry Liverpool Casey & Wife v Imbach Mr French Justice Cave  
 Set down 12th November, 1886 Middlesex United Kingdom & Co Assco Id v Nevill Mr Bigham Justice Grove S O till after decision of Court of Appeal  
 Set down 23rd November, 1886 Manchester Almond & Co v Kelly & ors Mr H Collins Justice D y  
 Set down 23rd November, 1886 Liverpool Jones & Co v Farnsworth & Jardine & ar Mr Bigham Justice Cave  
 Set down 24th November, 1886 Liverpool Adelphi Bank Id v Halifax Sugar Refining Co Id Mr Bigham Justice Cave Motion for Judgment to be argued with his motion  
 Set down 26th November, 1886 Middlesex Donoval (Admix) v Milburn & Co Mr Sims Justice Grove  
 Set down 26th November, 1886 Middlesex Brown v Weaver Mr R V Williams Justice A L Smith  
 Set down 30th November, 1886 Middlesex Steel v Holland & ors Mr A Cross for dfts Gourley & Davis Justice Day (See No 24)  
 Set down 3rd December, 1886 Middlesex Jenkins v Roberts Mr Murphy Justice Grove  
 Set down 3rd December, 1886 Middlesex Steele v Holland & ors Mr Glen for Pliff Justice Day To be argued with No 32 by order  
 Set down 7th December, 1886 Middlesex Tuck & Sons v Priester, sued & Mr R T Read Justice Day  
 Set down 9th December, 1886 Middlesex Tanfani v Edis Pliff in Person Baron Follock  
 Set down 9th December, 1886 Middlesex Andrews v J Little & Co Mr T R Kemp Justice Grove Motion for judgment to be argued with this motion  

*(To be continued.)*

**SPECIAL PAPER.**  
For Judgment.

Smith v Hobbs Heard before Mr Justice Cave and Mr Justice Wills  
For Argument.

Set down 19th June, 1886 Due 29th June, 1886 W Beck Bothell & Co v T & Clark & Co & ors Special case b/f two judges  
 Set down 11th August, 1886 Due 29th October, 1886 R R Nelson In re Petition of Right C W Ry Co v The Queen Special case before two judges  
 Set down 23rd October, 1886 Due 5th November, 1886 Williamson, H & Co Holliday & ors v Mayor & Co of Wakefield Special case before two judges  
 Set down 3rd November, 1886 Due 9th November, 1886 Burn & G Hornby v Silvester & ors Special case before two judges  
 Set down 6th November, 1886 Due 12th November, 1886 Chester & Co Brunner v Bury Special case  
 Set down 16th December, 1886 Due 21st January, 1887 Carter & Bell Stoneham v Ocean Ry & Gen Accident Assco Co Id Points of law  
 Set down 23rd December, 1886 Due 21st January, 1887 Kingtonsford & Co Darenth Valley Main Sewerage Board v Guardians of the Poor of Dartford Union Special case before two judges  
 Set down 26th December, 1886 Due 21st January, 1887 E Clarke Foot v Mayor & Co Margate Special case

**OPPOSED MOTIONS.**  
For Argument.

Barrel v Humphries & ors motion for judgment to be argued with motion for New Trial No 19  
 Lister & Wife v Haswell Co-operative Provision Soc Id motion for judgment to be argued with motion for New Trial No 22  
 Cleverton v Uffelman motion for judgment to be argued with motion for New Trial No 17  
 Llewelyn v Glasbrook motion for judgment to be argued with motion for New Trial No 24  
 Adelphi Bank Id v Halifax Sugar Refining Co Id motion for judgment to be argued with motion for New Trial No 19  
 Andrews v J Little & Co motion for judgment to be argued with motion for New Trial No 57  
 Kish v Sunderland Mutual SS Insco Assco and In re an Arbitration between Kish and Sunderland & Co Assco  
 Briton Medical & Co Assco Id & sur v Baron Same v Alocock  
 Lorraine v Bertie (commonly called & ) & sur (See No 72)  
 In re a Solicitor Expte Incorporated Law Soc Jacquinod v Meyer  
 Jacobs & anr v Pierpoint & ors  
 In re Petition of Right (Kyre & anr) v The Queen Same v The Queen

Same v The Queen  
Abbott v Saunders  
Mc Lachlan v Agnew & ors  
Neave v Hatherley & ars  
English Bank of the River Plate Ltd v Merchants Banking Co London Id  
In re Bill of Sale Cartw to Paul  
Marshall v Digby  
In re an Arbitration between Lloyd & Conway  
In re a Solicitor Expte Feast  
In re an Arbitration between Owen & Howell  
Windham v Welton  
Livesey v Eastwood  
Baines v Marks & Son  
Parker v Smith & ars  
Edon v Edon & ors  
Ballinger v Head & ars  
In re Arbitration between Owen & Howell  
Musgrave v Tully  
In re a Solicitor Expte Frederick Walton & Co, Id  
Brown & ars v Schlesinger (Ungar, clmt)  
The Queen v London & South Eastern Railway Co, and London, Chatham, & Dover Ry. Co Expte Corporation of Dover, by order  
In re Hird, a Solicitor, Expte Fuller & ars  
Urquhart v White  
Kinnaird & ors v Trollope & ors  
Pearce v Bentzon  
In re Taxation of Costs In re Election for South Eastern Division of Essex v.  
Expte Returning Officer  
Davies & ars v Maynard & ars  
Mutual, &c, Building Socety v. Donague  
Rubinstein v Edson Boote v. Edson  
Colin v. Sani & ars  
Palmer v Palmer  
Jenner & ars v Lord Grey de Wilton (See No 61)  
Davies v Button & ors  
Banks & ors v North Eastern Ry Co  
Powis v Tovey & Sons  
The Halifax Joint Stock Banking Co Id v Jones  
Glasier v Thorne  
Paddon v Howell  
Clare v Chapman  
In re a Solicitor Expte Incorporated Law Society  
(To be continued.)

## CROWN PAPER.

## For Argument.

Hertfordshire The Queen v Cheshunt Local Bd Mandamus Defendant's motion for stay 8 O by consent  
Lincolnshire Hemstock and ors v Hunt and ors County Court Special case defendant's appeal H H Judge Hughes (pt hd—8 O till Justices Day and Smith sit together)  
Norfolk The Queen v Nar Valley Drainage Board Nisi for mandamus to take up award Expte Harding 8 O till after argument of special case to be settled by parties—not to be in paper till notice given  
Essex, Rochford and Southend Foster v Cotgrave County Court Plaintiff's nisi for new trial H H Judge Atty 8 O till further notice after Superior Court action disposed of  
England The Queen v Henderson & ars app for habeas corpus for children ex parte George Henderson Referred from Chambers 8 O generally per order Field, J  
Northumberland The Queen v R. Wallis, Esq, Jj, &c & ars Nisi for certiorari for conviction (ex parte McGee). To be argued before 3 or 5 judges  
Same The Queen v Same (ex parte Nelson) Same  
Leicestershire, Leicester Allbutt v Taylor County Court Defts app H H Judge Hooper  
Surrey, Southwark Le Roy v Bullers County Court Defendant's appeal F Cooper Wild, Esq, Deputy Judge  
Hertfordshire, Hertford Jarman v Jackman County Court Plaintiff's appeal H H Judge Atty  
Middlesex, Whitechapel Brand v East London Artisans & Gen Loan & Invst Co County Court Plaintiff's appeal H H Judge Baron  
Met Assmt Dist Reddale & ars v Assessment Committee City of London Union General Assessment Sessions Special case Valuation (Metropolis) Act 1869 c 40  
Middlesex Boyell v Gibbs & Imber Magistrate's case  
Bedfordshire Bolland v Spring Magistrate's case  
Same Same v Pepper Same  
Same Same v Goodman Same  
Middlesex, Clerkenwell Benson & Wife v Power County Court Plaintiff's appeal H H Judge Eddie  
Same Fulda v Bond County Court Plaintiff's appeal H H Judge Eddie  
Gloucestershire, Smith v Barham Magistrate's case  
Somersetshire, Taunton Webber v England County Court Plaintiff's appeal H H Judge Paterson  
(To be continued.)

## WINDING UP NOTICES.

*London Gazette*.—FRIDAY, Jan. 7.  
JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

EDGE BROTHERS, LIMITED.—Petn for winding up, presented Dec 21, directed to be heard before Kay, J., on Saturday, Jan 15. Francis & Johnson, Austin Friars, solors for petners  
ELECTRICAL NAVIGATION CO, LIMITED.—Petn for winding up, presented Jan 5, directed to be heard before Stirling, J., on Jan 15. Fisher & Co, Old Jewry Chambers, solors for petner  
GUTTERIDGE & CO, LIMITED.—Petn for winding up, presented Jan 4, directed to be heard before Kay, J., on Saturday, Jan 15. Tanner, Circus place, Finsbury circus, solor for petner

HERMANN LOOG, LIMITED.—Petn for winding up, presented Jan 1, directed to be heard before North, J., on Saturday, Jan 15. Goldberg & Langdon, West st, Finsbury circus, solors for petners  
LLYNN AND TONDU CO, LIMITED.—Petn for winding up, presented Jan 4, directed to be heard before Kay, J., on Saturday, Jan 15. Dommett, Gresham st, solor for petner

## FRIENDLY SOCIETIES.

## SUSPENDED FOR THREE MONTHS.

WATERLOO LODGE OF ODD FELLOWS' FRIENDLY SOCIETY, White Bull Inn, Stamford, Lincoln. Jan 4

## London Gazette.—TUESDAY, Jan. 11.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

EMPIRE FIRE INSURANCE ASSOCIATION, LIMITED.—Petn for winding up, presented Dec 17, directed to be heard before Kay, J., on Saturday, Jan 15. Fritchard & Sons, Gracechurch st, solors for petners  
POLYCHROMATIC SIMULANTOUS PRINTING CO, LIMITED.—Petn for winding up, presented Jan 4, directed to be heard before Stirling, J., on Saturday, Jan 15. Carter & Bell, Idol lane, Eastcheap, solors for petner  
PROTECTOR CARRIAGE AND HORSE INSURANCE CO, LIMITED.—Petn for winding up, presented Jan 8, directed to be heard before Chitty, J., on Saturday, Jan 22. Chester & Co, Bedford row, Middlesex, agents for Weyman & Weyman, Ludlow, solors for petner

## COUNTY PALATINE OF LANCASTER.

## LIMITED IN CHANCERY.

ALEXION BANK AND DISCOUNT CO, LIMITED.—The Vice-Chancellor has fixed Jan 20, at 12, at No. 9, Cook st, for the appointment of an official liquidator

## CREDITORS' NOTICES.

## CREDITORS UNDER ESTATES IN CHANCERY.

## LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, Jan. 7.

LANCASTER, THOMAS, Preston, Lancaster. Jan 31. Whitehead v Lancaster, Stirling, J. Bevelley, Preston

NOTICES TO CREDITORS UNDER TRUSTEES RELIEF ACT, for insertion in the *London Gazette* or any newspaper, should be sent to Harrison and Sons, Publishers *London Gazette*, 45, St. Martin's-lane, W.C. The *Gazette* is published every Tuesday and Friday.—[ADVT.]

## UNDER 22 &amp; 23 VICT. CAP. 35.

## LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, Jan. 7.

ANDERSON, SARAH, Liverpool. Feb 29. Bateson & Co, Liverpool  
BARNES, REV. WILLIAM, Winterbourne Came, Dorset. Feb 10. Flint & Gardner, St Helen's place  
BENNETT, PHILIP, Penhow, Monmouth, Farmer. Feb 1. Morgan & Co, Chepstow  
CHAPMAN, WILLIAM THOMAS, Biggleswade, Bedford, Solicitor. Feb 1. Chapman & Chandler, Biggleswade  
CHRISTIE, ALEXANDER, Church rd, Brixton, Esq. Feb 15. Walls & Co, Queen Victoria Street  
CHRISTIE, JAMES, Brooklyn rd, Shepherd's bush, Gent. Feb 5. Gray, Cheapside  
COMBER, SUSANNA, Fletching, Sussex. Feb 1. Lewis, Lowes  
CUTTER, HENRY TWELLS, Ardwick, Manchester, Retired Salesman. Feb 2. Hardiman, Manchester  
DRYSDALE, ELLEN, Grove End rd, St John's Wood. Feb 7. Thornton, London Wall  
FENTON, ELLEN, Collingbourne Ducis, Wilts. Feb 22. Hall & White, Huddersfield  
GRACE, ROBERT WILKINSON, Rock Ferry, Chester, Master Mariner. Feb 4. Boot & Edgar, Manchester  
GREEN, WILLIAM ARTHUR, Wyresdale, Sutton, Surrey. Feb 1. Peddar, Palmerston bldgs, Old Broad st  
HALL, ANN, Odcombe, Somerset. March 1. Newman & Co, Yeovil  
JAMES, HELENE FRANCIS, Kensington pk rd, Bayswater. Feb 21. Garrard & Co, Suffolk st, Pall Mall East  
KITCHEIN, ROBERT, Chapel Allerton, Leeds, Licensed Victualler. Feb 8. Ward & Sons, Leeds  
KITCHENER, ANN, Hertford. Feb 21. Spence & Co, Hertford  
LOWE, EDWARD, Chelteham, Gent. Feb 11. Smith, Cheltenham  
MACBREATH, DAVID, Old Charlton, Kent, Wine Merchant. Feb 15. Sanderson & Weatherhead, Berwick upon Tweed  
MARSHALL, JOHN, Wakefield, Esq. Feb 1. Shard, Finsbury circus  
PEASE, WILLIAM, Plymouth, Surgeon. Jan 24. Derry, Plymouth  
POOLE, THOMAS, Fairfield, Liverpool, Collector of Fines. Feb 16. Quiggin & Bros, Liverpool  
RICHARDS, EDWARD, Sneyd Park, Gloucester. Feb 16. Lawrence & Co, New sq Lincoln's Inn  
TALBOT, JAMES WALSH, East Stonehouse, Devon, Licensed Victualler. Jan 22. Johnstone, Tavistock  
TORNOW, CHARLES LUDWIG CHRISTOPH CONSTANTIN VON, Offley rd, Brixton rd, Inspector. Feb 15. Goldberg & Langdon, West st, Finsbury circus  
TURNER, FRANCIS, Regent st, Gent. Feb 19. Hunt, Gray's inn square  
TURNER, JOHN, Ambergate, Derby, Gent. March 1. Shipton & Co  
WAKEMAN, DAVID, Warley, nr Oldbury, Farmer. Feb 1. Shakespeare, Oldbury  
WARBURTON, ISAAC, Cheetah, nr Manchester, Gent. Feb 22. Addleshaw & Warburton, Manchester  
WATKINSON, ALFRED JAMES, Reigate, Surrey, Esq. Feb 16. Paine & Co, St Helen's pl  
WATERS, CHARLES HENRY, Buckingham Palace rd, Dealer in Works of Art. March 25. Prior & Co, Lincoln's inn fields

FIRE, TWO GUINEAS, for a sanitary inspection and report on a London dwelling-house. Country surveys by arrangement. The Sanitary Engineering and Ventilation Company, 116, Victoria-street, Westminster. Prospectus free.—[ADVT.]

FURNISH ON NORMAN & STACEY'S SYSTEM: No Deposit; 1, 2, or 3 years credit; 60 wholesale firms. Offices, 75, Queen Victoria-st, E.C. Branches at 131, Pall Mall, S.W., & 9, Liverpool-st, E.C. Goods delivered free.—[ADVT.]

## BANKRUPTCY NOTICES.

*London Gazette.—FRIDAY, Jan. 7.*  
RECEIVING ORDERS.

- ADAMS, LUTHER, Thorpe le Vale, Lincoln, Farmer. Lincoln. Pet Jan 3. Ord Jan 3.
- ASTUP, THOMAS, Lombard st, Timber Merchant. High Court. Pet July 21. Ord Jan 4.
- BEALE, NEVINSON INCH, Devizes, Hotel Keeper. Bath. Pet Jan 3. Ord Jan 3.
- BECKETT, FREDERICK JOHN, Sheffield, Clerk. Sheffield. Pet Jan 3. Ord Jan 3.
- BISHOP, J D, Osnaburgh st, Regent's pk, Organ Builder. High Court. Pet Dec 31. Ord Jan 1.
- BLACKMAN, FRANK, Southampton, Builder. Southampton. Pet Jan 4. Ord Jan 4.
- BORRITT, WILLIAM JAMES, and ROBERT KNIGHTS, Lowestoft, Suffolk, Fishing Boat Owners. Gt Yarmouth. Pet Jan 4. Ord Jan 4.
- BOTTOMLEY, JOHN, Bradford, Winder. Bradford. Pet Jan 4. Ord Jan 4.
- BULL, CHARLES NAPIER, East st, Walworth, Hosier. High Court. Pet Jan 5. Ord Jan 5.
- BUTCHER, GEORGE PALLANT, Paternoster sq, Publisher. High Court. Pet Dec 20. Ord Jan 4.
- CAIN, CHARLES, Luton, Bedford, Manufacturer. Luton. Pet Dec 18. Ord Jan 3.
- CHOAT, CHARLES, Angel ter, Church st, West Ham, Smith. High Court. Pet Jan 1. Ord Jan 3.
- CLEGG, CHARLES, Manchester, Architect. Manchester. Pet Jan 4. Ord Jan 5.
- CRISP, HARRY JAMES, Bedford, Butcher. Bedford. Pet Jan 3. Ord Jan 3.
- DANIELS, JOHN DILNOT, Sandwich, Fly Proprietor. Canterbury. Pet Jan 3. Ord Jan 3.
- DODSON, BENJAMIN, Weston super Mare, out of business. Bridgwater. Pet Jan 4. Ord Jan 4.
- EBERHARD, COUNT HENRY VON LEESNER, Cannon st, Chemist. High Court. Pet Dec 21. Ord Jan 5.
- ELLISON, JOHN HENRY TURGOOSE, Kingston upon Hull, Shipowner. Kingston upon Hull. Pet Jan 3. Ord Jan 3.
- GRIGGS, JOSEPH, Isle of Thanet, Butcher. Canterbury. Pet Jan 3. Ord Jan 3.
- HALL, ENOCH, Great Grimsby, Millwright. Great Grimsby. Pet Jan 1. Ord Jan 1.
- HAWKINS, HARRY, Natal rd, Streatham, Builder. Wandsworth. Pet Jan 1. Ord Jan 1.
- INMAN, JOHN, Hutton Ambo, Yorks, Farmer. Scarborough. Pet Jan 3. Ord Jan 3.
- JONES, WILLIAM JULIAN, Florence rd, Stroud Green, Confectioner. High Court. Pet Jan 1. Ord Jan 1.
- KING, HENRY, Spencer's ter, Earlsfield, Wandsworth, Builder. Wandsworth. Pet Oct 19. Ord Nov 9.
- KING, THOMAS, Brunswick ter, Grosvenor pk, Camberwell, Showman. High Court. Pet Jan 4. Ord Jan 4.
- LANGLEY, THOMAS, Buckland, Dover, Baker. Canterbury. Pet Jan 1. Ord Jan 1.
- LENG, THOMAS, Leavening, Yorks, Farmer. Scarborough. Pet Jan 4. Ord Jan 4.
- LONG, ALFRED, Trafalgar st, Waiworth, Olifman. High Court. Pet Jan 5. Ord Jan 5.
- MANSBRIDGE, JOSHUA, Chislett rd, West End lane, West Hampstead, Builder. High Court. Pet Jan 1. Ord Jan 1.
- NOLDE, JOHN, sen, Nottingham, Builder. Nottingham. Pet Jan 3. Ord Jan 3.
- NORTH, JOHN, Lofthouse cum Carlton, Farmer. Leeds. Pet Jan 4. Ord Jan 4.
- NUTTALL, FREDERICK, Salford, Lancs, Grocer. Salford. Pet Jan 5. Ord Jan 5.
- OLDFORD, SAMUEL, Mirfield, Yorks, Furniture Dealer. Dewsbury. Pet Jan 3. Ord Jan 3.
- PAIN, WILLIAM, Weston super Mare, Nurseyman. Bridgwater. Pet Jan 5. Ord Jan 5.
- PIGG, ROBERT, Norwich, Butcher. Norwich. Pet Jan 5. Ord Jan 5.
- PRIESTLEY, ALEXANDER, Halifax, Printer. Halifax. Pet Jan 4. Ord Jan 4.
- ROBERTS, DAVID, Festiniog, Merionethshire, Quarry Labourer. Bangor. Pet Jan 1. Ord Jan 1.
- ROGERS, WILLIAM, Leeds, Horse Dealer. Leeds. Pet Jan 5. Ord Jan 5.
- ROWE, FREDERICK ADAM, Cambridge, Wine Merchant. Cambridge. Pet Jan 5. Ord Jan 5.
- SANDS, WILLIAM HENRY, Mile End road, Baker. High Court. Pet Jan 5. Ord Jan 5.
- SIMCOX, JOHN, and ISAAC HORTON, Hoxley, nr Wednesbury, Iron Masters. Wallall. Pet Jan 4. Ord Jan 4.
- SIMPSON, JOSEPH, and WILFRED SIMPSON, Dewsbury, Engineers. Dewsbury. Pet Jan 4. Ord Jan 4.
- SMITH, JAMES, Lis, Hampshire, Farmer. Portsmouth. Pet Jan 3. Ord Jan 3.
- STANDING, JAMES HERBERT, Hove, nr Brighton, Actor. Brighton. Pet Jan 3. Ord Jan 3.
- STOCKS, GEORGE THOMAS, Walworth rd, Newington, Manager to a Tobacconist. High Court. Pet Jan 3. Ord Jan 3.
- THOMAS, JAMES, Merthyr Tydfil, Tailor. Merthyr Tydfil. Pet Jan 4. Ord Jan 4.
- UNDERWOOD, MARIA LOUISA, Hastings, Agent to the Scientific Dress Cutting Association for Hastings. Hastings. Pet Jan 3. Ord Jan 3.
- WARD, JOHN, Norwich, Boot Manufacturer. Norwich. Pet Dec 21. Ord Jan 5.
- WATTS, SAMUEL, Cardiff, Boot Dealer. Cardiff. Pet Jan 1. Ord Jan 1.
- WHITE, JOHN, Petersfield, Hampshire, Gent. Portsmouth. Pet Dec 16. Ord Dec 20.
- WOTTON, SARAH ANN, Brecon, Tobacconist. Merthyr Tydfil. Pet Jan 3. Ord Jan 3.

The following amended notice is substituted for that published in the *London Gazette* of Dec 14.

ANINAN, LEWIS, Harrow rd, Paddington, Fruit Salesman. High Court. Pet Dec 10. Ord Dec 10.

The following Amended Notice is substituted for that published in the *London Gazette*, Dec. 17.

WEBB, JOHN, Southsea, Boot Maker. Portsmouth. Pet Dec 11. Ord Dec 11.

## FIRST MEETINGS.

- ADAMS, LUTHER, Thorpe le Vale, Lincoln, Farmer. Jan 14 at 12. Off Rec, 2, St Benedict's sq, Lincoln.
- BEALE, NEVINSON INCH, Devizes, Hotel Keeper. Jan 20 at 1. Bear Hotel, Devizes.
- BEVAN, WILLIAM, Stockton on Tees, Builder. Jan 18 at 12. Off Rec, 8, Albert rd, Middlesborough.
- BLACKMAN, FRANK, Southampton, Builder. Jan 20 at 11. Off Rec, East st, Southampton.
- BOOTH, JAMES, Padham, Lancashire, Grocer. Jan 20 at 12.45. Exchange Hotel, Nicholas st, Burnley.
- BROOKES, THOMAS, Wrexham, Brewer. Jan 14 at 10.30. Hand Hotel, Liangollen.
- BYGOTT, JOHN STORY, Healing, Lincoln, Farmer. Jan 19 at 12. Off Rec, 8, Haven st, Gt Grimbsy.
- CAIN, CHARLES, Luton, Manufacturer. Jan 17 at 3. 20, Park st West, Luton.
- CARTWRIGHT, EDWIN HENRY, Kingston upon Hull, Boot Dealer. Jan 20 at 2. Hull Incorporated Law Society, Lincoln's Inn bldgs, Bowalley lane, Hull.
- COOPER, ROBERT, Hyson green, Nottingham, Grocer. Jan 14 at 12. Off Rec, 1, High pavement, Nottingham.
- DANIELS, JOHN DILNOT, Sandwich, Fly Proprietor. Jan 20 at 12. Fleur de Lys Hotel, Sandwich.
- DAVIES, JOHN, Torrington, Devon, Dairyman. Jan 14 at 2. Sanders & Son, Auctioneers, High st, Barnstaple.
- DEBBEE, CAMILLE, Stourport, Worcester, Bookseller. Jan 21 at 2.30. Roden & Dawes, Solicitors, Kidderminster.
- EWBARNE, JOHN, North Riding of Yorks, Brick Manufacturer. Jan 18 at 11. Off Rec, 8, Albert rd, Middlesborough.
- FAWCETT, WILLIAM, Kingston upon Hull, Joiner. Jan 15 at 11. Off Rec, Lincoln's Inn bldgs, Bowalley lane, Hull.
- GOULD, ALFRED, Lincoln, Provision Dealer. Jan 18 at 12. Off Rec, 2, St Benedict's sq, Lincoln.
- GRIGGS, JOSEPH, Isle of Thanet, Butcher. Jan 20 at 1. Fleur de Lys Hotel, Sandwich.
- HARPER, WILLIAM JOHN, Brecknock rd, Tailor. Jan 14 at 12. 38, Carey st, Lincoln's Inn.
- HARRIS, CHARLES ROBERT, Drury Lane Theatre, Jan 14 at 11. 31, Carey st, Lincoln's Inn.
- HOLLINSHEAD, SOPHIA, Hatherton, nr Nantwich, Farmer. Jan 26 at 11. Royal Hotel, Crewe.
- KENNEDY, JOHN, Liverpool, Stationer. Jan 18 at 2. Off Rec, 25, Victoria st, Liverpool.
- LANGLEY, THOMAS, Buckland, Dover, Baker. Jan 21 at 10. 22, St George's st, Canterbury.
- LEIGH, JOHN HENRY, Beaconsfield rd, New Southgate, Commission Agent. Jan 14 at 12. 23, Carey st, Lincoln's Inn.
- LOFT, JOSEPH, Kingston upon Hull, Painter. Jan 18 at 12. Off Rec, Lincoln's Inn bldgs, Bowalley lane, Hull.
- LOFT, ROBERT MARSHAK, Kingston upon Hull, Keelman. Jan 18 at 11. Off Rec, Lincoln's Inn bldgs, Bowalley lane, Hull.
- MARSHALL, ROBERT, Kingston upon Hull, Fish Merchant. Jan 18 at 2. Hull Incorporated Law Society, Lincoln's Inn bldgs, Bowalley lane, Hull.
- MASON, HENRY, Jamaica rd, Bermondsey, Confectioner. Jan 14 at 2.30. 22, Carey st, Lincoln's Inn.
- MONY PENNY, PHILLIPS HOWARD, Tonbridge, Kent, Clerk in Holy Orders. Jan 17 at 9.30. Spencer & Resves, Camden rd, Tunbridge Wells.
- PRIESTLEY, ALEXANDER, Halifax, Printer. Jan 13 at 11. Off Rec, Halifax.
- RATH, LEONTINE, Aldergate st, Spungo Lignine Goods Maker. Jan 14 at 2.30. 23, Carey st, Lincoln's Inn.
- ROWE, FREDERICK ADAM, Cambridge, Wine Merchant. Feb 1 at 12.30. Manchester Hotel, Aldergate st.
- URJOHN, AMBROSE G, Brighton, Provision Merchant. Jan 14 at 12. Off Rec, 4, Pavilion bldgs, Brighton.
- WHEATLEY, JOHN, Hucknall, Torkard, Notts, Coal Miner. Jan 14 at 11. Off Rec, 1, High pavement, Nottingham.
- WHITE, JOHN, Petersfield, Hants, Gent. Jan 17 at 4. 100, Queen st, Portsdown.

The following amended notice is substituted for that published in the *London Gazette* of Jan. 4.

LANCASTER, JAMES MEANSFORTH, Pendleton, Lancs, Butcher. Jan 11 at 11.30. Off Rec, Ogden's chbrs, Bridge st, Manchester.

The following Amended Notice is substituted for that published in the *London Gazette* of Dec 31.

RAWLIN, WILLIAM, Newark upon Trent, Watchmaker. Jan 7 at 12. Off Rec, 1, High pavement, Nottingham.

## ADJUDICATIONS.

- ANDREWS, THOMAS, Leicester Forest East, Leicester, Farmer. Leicester. Pet Dec 18. Ord Jan 5.
- BECKETT, FREDERICK JOHN, Sheffield, Clerk. Sheffield. Pet Jan 3. Ord Jan 3.
- BISHOP, J D, Osnaburgh st, Regent's pk, Organ Builder. High Court. Pet Dec 21. Ord Jan 4.
- BULL, CHARLES NAPIER, East st, Walworth, Hosier. High Court. Pet Jan 5. Ord Jan 5.
- CHOAT, CHARLES, Angel ter, Church st, West Ham, Smith. High Court. Pet Jan 1. Ord Jan 3.
- CLIFFE, FERNANDIN, Wilson st, Finsbury, Importer of Tobacconists' Goods. High Court. Pet Dec 23. Ord Dec 31.
- CURTIS, WILLIAM HOMER COWLEY, Poole, Dorset, Builder. Poole. Pet Nov 30. Ord Dec 31.
- DANIELS, JOHN DILNOT, Sandwich, Fly Proprietor. Canterbury. Pet Jan 3. Ord Jan 3.
- DAVIES, JOHN, Torrington, Dairyman. Barnstaple. Pet Dec 21. Ord Jan 4.
- DODSON, BENJAMIN, Weston super Mare, out of business. Bridgwater. Pet Jan 1. Ord Jan 4.
- ELLISON, JOHN HENRY TURGOOSE, Kingston upon Hull, Shipowner. Kingston upon Hull. Pet Jan 3. Ord Jan 3.
- FORD, HENRY, Tisbury, Wilts, Builder. Salisbury. Pet Dec 11. Ord Jan 4.
- FOUNTAIN, JOSEPH, and ISAAC FOUNTAIN, Leeds, Printers. Leeds. Pet Nov 30. Ord Jan 4.
- FUGLISTER, JULIUS, Beckenham, Kent, Gent. Croydon. Pet Nov 10. Ord Jan 1.
- GOLDSMITH, ABRAHAM, Mildmay pk, Camrosebury, Schoolmaster. High Court. Pet Dec 20. Ord Dec 31.
- GOUCHER, JOHN WHEELOCK, East Portlemouth, Devon, Clerk in Holy Orders. East Stonehouse. Pet Dec 2. Ord Jan 3.
- GRIGGS, JOSEPH, Isle of Thanet, Butcher. Canterbury. Pet Jan 3. Ord Jan 3.
- HARPER, WILLIAM JOHN, Brecknock rd, Tailor. High Court. Pet Dec 16. Ord Jan 3.
- HAWKINS, HARRY, Natal rd, Streatham, Builder. Wandsworth. Pet Jan 1. Ord Jan 4.
- HOLMES, RICHARD, Bardsley, Yorks, Innkeeper. York. Pet Dec 21. Ord Jan 4.
- HOLMES, WILLIAM, Nottingham, Draper. Nottingham. Pet Dec 14. Ord Jan 3.
- HUGHES, WILLIAM HENRY, Leadenhall st, Ship Broker. High Court. Pet Dec 4. Ord Dec 31.
- INMAN, JOHN, Hutton Ambo, Yorks, Farmer. Scarborough. Pet Jan 3. Ord Jan 3.
- JONES, ROBERT, and JOHN WILLIAM JONES, Liverpool, Timber Merchants. Liverpool. Pet Dec 14. Ord Jan 5.
- JONES, WILLIAM JULIAN, Florence rd, Stroud Green, Confectioner. High Court. Pet Jan 1. Ord Jan 3.
- LENG, THOMAS, Leavening, Yorks, Farmer. Scarborough. Pet Jan 4. Ord Jan 4.

LOFT, JOSEPH, Kingston upon Hull, Painter. Kingston upon Hull. Pet Dec 22. Ord Jan 4.

LOFT, ROBERT MARSHAM, Kingston upon Hull, Keelman. Kingston upon Hull. Pet Dec 28. Ord Jan 4.

MARTIN, GEORGE, jun., Bowes rd, Old Kent rd, Stone Merchant. High Court. Pet Dec 30. Ord Jan 8.

NUTTALL, JAMES, Rochdale, Lancs, Tin Plate Worker. Oldham. Pet Dec 23. Ord Jan 6.

PRIESTLEY, ALEXANDRE, Halifax, Printer. Halifax. Pet Jan 4. Ord Jan 4.

RAWLIN, WILLIAM, Newark upon Trent, Watchmaker. Nottingham. Pet Dec 21. Ord Jan 1.

ROOKES, WILLIAM, Leeds, Horse Dealer. Leeds. Pet Jan 5. Ord Jan 5.

ROWE, FREDERICK ADAM, Cambridge, Wine Merchant. Cambridge. Pet Jan 5. Ord Jan 5.

SHAW, SAMUEL, jun., Ilkeston, Derbyshire, Grocer. Derby. Pet Dec 28. Ord Jan 4.

SMITH, ALFRED HODGSON, Nottingham, Engineer. Nottingham. Pet Dec 22. Ord Jan 5.

STANDING, JAMES HERBERT, Hove, nr Brighton, Actor. Brighton. Pet Jan 3. Ord Jan 3.

STOCKS, GEORGE THOMAS, Walworth rd, Newington, Tobacconist's Manager. High Court. Pet Jan 3. Ord Jan 3.

SUTHERLAND, THOMAS FREDERICK, Wallsend, Boot Maker. Newcastle on Tyne. Pet Dec 20. Ord Jan 5.

THOMAS, JAMES, Merthyr Tydfil, Tailor. Merthyr Tydfil. Pet Jan 4. Ord Jan 4.

WATSON, GEORGE, Nottingham, Provision Dealer. Nottingham. Pet Dec 22. Ord Jan 1.

WATTS, SAMUEL, Cardiff, Boot Dealer. Cardiff. Pet Jan 1. Ord Jan 1.

WEISMAN, GEORGE EDWIN, Fenchurch st, High Court. Pet Nov 5. Ord Jan 4.

WILLIAMS, HENRY DAVIDS BAYLEY, Carnarvon. Bangor. Pet Dec 18. Ord Jan 4.

WOOD, JOHN, Nottingham, Music Seller. Nottingham. Pet Nov 24. Ord Jan 3.

WOTTON, SARAH ANN, Brecon, Tobacconist. Merthyr Tydfil. Pet Jan 3. Ord Jan 4.

The following amended notices are substituted for those published in the London Gazette of Dec. 17.

ANIDJAH, LEWIS, Buckingham Palace rd, Fruit Salesman. High Court. Pet Dec 10. Ord Dec 12.

WEBB, JOHN, Southsea, Bootmaker. Portsmouth. Pet Dec 11. Ord Dec 11.

*London Gazette.—TUESDAY, Jan. 11.*

#### RECEIVING ORDERS.

ANGOOD, JOHNSON, Chatteris, Cambridge, Farmer. Peterborough. Pet Jan 7. Ord Jan 7.

BRENNY, CAROLINE, Hallingham, Sussex, Corn Merchant. Lewes and Eastbourne. Pet Jan 7. Ord Jan 7.

BOCK, DAVID, Chorlton on Medlock, Manchester. Manchester. Pet Jan 7. Ord Jan 7.

POULTER, JOSEPH, Staines rd, Hounslow, Publican. Brentford. Pet Dec 9. Ord Jan 4.

BRAGG, H., Stratford ter, Parsons Green, Fulham, Builder. High Court. Pet Dec 10. Ord Jan 6.

BURN, THOMAS, Morpeth, Northumberland, Grocer. Newcastle on Tyne. Pet Jan 8. Ord Jan 8.

CHALMERS, JOSEPH WILLIAM, Chatham, House Decorator. Rochester. Pet Jan 7. Ord Jan 7.

DENT, GEORGE, Spennymoor, Durham, Butcher. Durham. Pet Jan 8. Ord Jan 8.

DUTTOX, JOSEPH, Middle, Salop, Farmer. Shrewsbury. Pet Jan 8. Ord Jan 8.

GEDDES, CHRISTOPHER, Silkstone, York, Fire Clay Goods Manufacturer. Barnsley. Pet Jan 6. Ord Jan 6.

HOLT, THOMAS, Ashton under Lyne, Cabinet Maker. Ashton under Lyne and Stalybridge. Pet Jan 7. Ord Jan 7.

MACKINTOSH, JAMES, Bristol, Draper. Bristol. Pet Jan 7. Ord Jan 7.

MILLS, HENRY, Walsall, Iron Manufacturer. Walsall. Pet Jan 6. Ord Jan 3.

MORGAN, WILLIAM HENRY, Brawdy, Pembrokeshire, Farmer. Pembroke Dock. Pet Dec 23. Ord Jan 7.

MORRIS, THOMAS, Walcot, Leicestershire, Farmer. Leicester. Pet Jan 8. Ord Jan 8.

MORTON, JOHN, Stockton on Tees, Upholsterer. Stockton on Tees and Middlesbrough. Pet Jan 6. Ord Jan 6.

PERRIN, JAMES HERBERT, Princeton st, Red Lion sq, Artist. High Court. Pet Dec 13. Ord Jan 7.

POLLARD, FREDERICK, Leicester, Iron Moulder. Leicester. Pet Jan 8. Ord Jan 8.

POWELL, JOHN PASIFULL, New Clee, Lincolnshire, Sailmaker. Great Grimsby. Pet Jan 6. Ord Jan 5.

RHODES, THOMAS ISAAC EDWARD, Dancer rd, Fulham rd, Journalist. High Court. Pet Jan 6. Ord Jan 6.

SKIDMORE, DANIEL, and ELLIOTT SWAIN, West Bromwich, Coal Masters. Oldbury. Pet Jan 6. Ord Jan 6.

SPILSBURY, WILLIAM FRANCIS, Birmingham, Baker. Birmingham. Pet Jan 7. Ord Jan 7.

SWINDON, ELIZA ROSINA, Piccadilly, Photographer. High Court. Pet Jan 7. Ord Jan 8.

TAYLOR, CHARLES, and WILLIAM TAYLOR, Coventry, Watch Manufacturers. Coventry. Pet Jan 6. Ord Jan 6.

TRIPPET, JOHN, South Shields, Bootmaker. Newcastle on Tyne. Pet Jan 8. Ord Jan 8.

WILDE, MARY, otherwise TWIVY, Carlton, Yorks, Farmer. York. Pet Jan 8. Ord Jan 8.

WRIGHT, GEORGE NAYLOR, York, Coal Dealer. York. Pet Jan 8. Ord Jan 8.

The following amended notice is substituted for that published in the London Gazette of Jan 7.

CLEGG, CHARLES, Manchester, Architect. Manchester. Pet Jan 1. Ord Jan 4.

#### FIRST MEETINGS.

ANIDJAH, LEWIS, Buckingham Palace rd, Fruit Salesman. Jan 18 at 12. Bankruptcy bldgs, Lincoln's inn fields.

BOBBITT, WILLIAM JAMES, and ROBERT KNIGHT, Lowestoft, Suffolk, Fishing Boat Owners. Jan 18 at 2.30. Suffolk Hotel, Lowestoft.

BOCK, DAVID, Chorlton on Medlock, Manchester. Jan 24 at 2. Off Rec, Ogden's chbres, Bridge st, Manchester.

BOND, LLOYD JOHN, St Dunstan's hill, Lighterman. Jan 20 at 2.30. 33, Carey st, Lincoln's inn.

BOTTOMLEY, JOHN, Bradford, Wielder. Jan 18 at 2. Off Rec, 31, Manor row, Bradford.

BOUSEFIELD, WILLIAM HENRY, Lowmoor, Tetworth, Oxford, no occupation. Jan 29 at 1.30. Off Rec, 1, St Aldates, Oxford.

CALVERT, CHARLES, Clerkenwell rd, Music Seller. Jan 18 at 11. Bankruptcy bldgs, Lincoln's inn fields.

CHALMERS, JOSEPH WILLIAM, Chatham, House Decorator. Jan 21 at 11.30. Off Rec, High st, Rochester.

CHAPMAN, FREDERICK, Wordsworth rd, South Hornsey, Picture Frame Maker. Jan 18 at 11. Room 16, 30 and 31, St. Swithin's lane.

CLIFFS, FERNANDUS, Wilson st, Finsbury, Importer of Tobacconist's Goods. Jan 20 at 12. 22, Carey st, Lincoln's inn.

COULTON, HENRY, Newport Pagnell, Bucks, Clerk. Jan 22 at 4. County Court, Northampton.

CRISP, HARRY JAMES, Bedford, Butcher. Jan 21 at 10. 8, St Paul's sq, Bedford.

CULVERHOUSE, ALFRED, and FREDERICK HENRY CULVERHOUSE, Camden Town, Contractors. Jan 18 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

DOBSON, BENJAMIN, Weston super Mare, out of business. Jan 18 at 12.15. George and Railway Hotel, Victoria st, Bristol.

DRABBLE, ELIZA, ALFRED JOHN DRABBLE, WALTER HICKMAN DRABBLE, and ARTHUR MADDOCK DRABBLE, Worksop, Notts, Cabinet Makers. Jan 10 at 10.30. Corn Exchange, Worksop.

HALL, EMMA, Great Grimsby, Millwright. Jan 19 at 2. Off Rec, 2, Haven st, Great Grimsby.

HANNAN, FRANCIS JOHN, Woodstock, Oxfordshire, M.D. Jan 24 at 11.30. Off Rec, 1, St Aldates, Oxford.

HAWKINS, HARRY, Natal rd, Streatham, Builder. Jan 18 at 3. 108, Victoria st, Westminster.

INMAN, JOHN, Huttons Ambo, Yorks, Farmer. Jan 19 at 11.30. Talbot Hotel, New Malton, Yorks.

JACOBSON, LIONEL, Marylebone rd, Business Transfer Agent. Jan 19 at 1.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

KING, GEORGE WILLIAM, Keen's rd, St Paul's rd, Canonbury, Cab Proprietor. Jan 18 at 11. 20, Carey st, Lincoln's inn fields.

LENG, THOMAS, Leavening, Yorks, Farmer. Jan 19 at 2. Talbot Hotel, New Malton, Yorks.

LEARMOUTH, ALEXANDER, Eaton pl, Eaton pl, Esq. Jan 19 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

MICHELL, GARDON CUMBERLAND, and JAMES DEAPER BISHOP, Woodstock rd, Shepherd's bush, Organ Builders.

NUTTALL, FREDERICK, Salford, Grocer. Jan 21 at 2.30. Off Rec, Ogden's chbres, Bridge st, Manchester.

OLDROYD, SAMUEL, Mirfield, Yorkshire, Furniture Dealer. Jan 19 at 2. Off Rec, 2, Ogden's chbres, Batley.

PAIN, WILLIAM, Weston super Mare, Nurseryman. Jan 19 at 11.30. Railway Hotel, Weston super Mare.

PAYNE, ELIAS, Aberystwyth, Mon, Grecoer. Jan 20 at 12. Off Rec, 12, Tredgar pl, Newport, Mon.

PENNYMORE, WILLIAM HENRY, Golden lane, Printer. Jan 20 at 11. Bankruptcy bldgs, Portugal st.

PIGG, RONALD, Norwich, Butcher. Jan 22 at 11. Off Rec, 8, King st, Norwich.

POWELL, JOHN PASIFULL, New Clee, Lincolnshire, Sailmaker. Jan 19 at 12.30. Off Rec, 3, Haven street, Great Grimsby.

ROBERTS, DAVID, Fenton, Morecambe, Quarry Labourer. Feb 3 at 11. Queen's Head Cafe, Hanover.

SIMCOX, JOHN, and ISAAC HORTON, Moxley, nr Wednesbury, Ironmasters. Jan 21 at 3.30. Off Rec, Wolverhampton.

SIMPSON, JOSEPH, and WILFRED SIMPSON, Dewsbury, Yorks, Engineers. Jan 19 at 1. Off Rec, Bank chbres, Batley.

SMITH, JAMES, Liss, Hampshire, Farmer. Jan 21 at 12. Off Rec, 108, Queen st, Portsea.

SOLOMON, ROSETTA, Ellington st, Barnsley, Widow. Jan 19 at 12. 20, Carey st, Lincoln's inn.

SOUTER, GEORGE STEPHEN, C, West st, Battersea pk rd, Grecoer. Jan 18 at 12. 109, Victoria st, Westminster.

TAYLOR, CHARLES, and MILDRED TAYLOR, Coventry, Watch Manufacturers. Jan 20 at 11. Off Rec, Coventry.

THOMAS, JAMES, Merthyr Tydfil, Tailor. Jan 24 at 11. Off Rec, Merthyr Tydfil.

THYNNE, WILLIAM, Woodstock rd, Shepherd's Bush, Organ Builder. Jan 18 at 2.30. Bankruptcy bldgs, Lincoln's inn fields.

TRUSS, ANNIE ELIZA CATHERINE, and EMMA ANNA TRUSS, Sale, Cheshire, Confectioners. Jan 27 at 3. Off Rec, Ogden's chbres, Bridge st, Manchester.

UNDERWOOD, MARIA LOUISA, Hastings, Agent to the Scientific Dress Cuttress Association for Hastings. Jan 19 at 2. 40, Robertson st, Hastings.

VERDIN, ALBERT, Blackfriars rd, Licensed Victualler. Jan 20 at 12. Bankruptcy bldgs, Lincoln's inn fields.

WARD, JOHN, Norwich, Boot Manufacturer. Jan 22 at 12. Off Rec, 8, King st, Norwich.

WILDE, MARY, otherwise TWIVY, Snaith, Yorks, Farmer. Jan 22 at 12. Off Rec, York.

WOTTON, SARAH ANN, Brecon, Tobacconist. Jan 24 at 12. Off Rec, Merthyr Tydfil.

WRIGHT, GEORGE NAYLOR, York, Coal Dealer. Jan 22 at 1. Off Rec, 17, Blake st, York.

#### ADJUDICATIONS.

ATTWOOD, WILLIAM HENRY, Kensworth, Hertfordshire, Farmer. Luton. Pet Dec 21. Ord Jan 8.

BATES, ELIZA, and CHARLES BATES, Worcester, Bakers. Worcester. Pet Dec 31. Ord Jan 7.

BAXTER, ROBERT, Carlisle, Innkeeper. Carlisle. Pet Dec 10. Ord Jan 6.

BOCK, DAVID, Chorlton on Medlock, Manchester. Manchester. Pet Jan 7. Ord Jan 7.

BODKIN, SAMUEL, Maidstone, Licensed Victualler. Maidstone. Pet Dec 9. Ord Jan 8.

BURN, THOMAS, Morpeth, Northumberland, Grocer. Newcastle on Tyne. Pet Jan 8. Ord Jan 8.

BROOKES, THOMAS, Wrexham, Brewer. Wrexham. Pet Dec 22. Ord Dec 22.

BUCHER, GEORGE PALLANT, Paternoster sq, Publisher. High Court. Pet Dec 20. Ord Jan 7.

CAIN, CHARLES, Luton, Manufacturer. Luton. Pet Dec 12. Ord Jan 6.

CHALMERS, JOSEPH WILLIAM, Chatham, Kent, House Decorator. Rochester. Pet Jan 7. Ord Jan 7.

CHAPMAN, FREDERICK, Wordsworth rd, South Hornsey, Picture Frame Maker. Edmonton. Pet Dec 22. Ord Jan 6.

CLARK, WILLIAM BOULTON, Sheffield, Printer. Sheffield. Pet Dec 9. Ord Jan 6.

CRISP, HARRY JAMES, Bedford, Butcher. Bedford. Pet Jan 2. Ord Jan 7.

DENT, GEORGE, Spennymoor, Durham, Butcher. Durham. Pet Jan 2. Ord Jan 6.

DRUMMOND, JOHN NELSON, King's rd, Kingston Hill, Artist. Kingston, Surrey. Pet Dec 4. Ord Jan 5.

DURHAM, JAMES ALFRED, Crutched Friars, Wine Merchant. High Court. Pet Dec 16. Ord Jan 7.

GOLD, HENRY, Windsor, Coach Builder. Windsor. Pet Dec 2. Ord Jan 6.

GREGORY, PETER, Birkenhead, Clerk to Birkenhead Guardians. Birkenhead. Pet Nov 28. Ord Jan 6.

KRAY, ADAM, Wednesbury, Stafford, Beerhouse Keeper. Walsall. Pet Dec 22. Ord Jan 7.

LONG, ALFRED, Trafalgar st, Walworth, Oilman. High Court. Pet Jan 8. Ord Jan 7.

MESURFS, CHARLES, Northampton, Farmer. Leicester. Pet Dec 4. Ord Jan 6.  
 MORTON, JOHN, Stockton on Tees, Upholsterer. Stockton on Tees and Middlesborough. Pet Jan 6. Ord Jan 6.  
 NORTH, JOHN, Lofthouse cum Carlton, nr Wakefield, Farmer. Leeds. Pet Jan 4. Ord Jan 8.  
 NUTTALL, FREDERICK, Salford, Grocer. Salford. Pet Jan 5. Ord Jan 8.  
 OLDFIELD, SAMUEL, Mirfield, Yorks, Furniture Dealer. Dewsbury. Pet Jan 3. Ord Jan 8.  
 ONIONS, GEORGE, Mexley, Staffordshire, Iron Master. Wolverhampton. Pet Dec 15. Ord Jan 7.  
 PAYNE, ELON, Aberystwyth, Mon, Grocer. Tredegar. Pet Dec 29. Ord Jan 7.  
 PISS, ROBERT, Heigham, Norwich, Butcher. Norwich. Pet Jan 5. Ord Jan 7.  
 POWELL, JOHN PASIFULL, New Cleo, Lincoln, Seafarer. Gt Grimsby. Pet Jan 5. Ord Jan 5.  
 ROBERTS, DAVID, Festiniog, Merioneth, Quarry Labourer. Bangor. Pet Jan 1. Ord Jan 8.  
 SOUTER, GEORGE STEPHEN, Battersea Park Rd, Grocer. Wandsworth. Pet Dec 21. Ord Jan 7.  
 STILES, WILLIAM, HARCOURT, Teignmouth, Devon, Gent. Exeter. Pet Dec 22. Ord Jan 7.  
 UPJOHN, AMBROSE G., Brighton, Provision Merchant. Brighton. See 103. Ord Jan 8.  
 UPWARD, WALTER, Finsbury circus, Solicitor. High Court. Pet Nov 15. Ord Jan 7.  
 WAED, JOHN, Norwich, Boot Manufacturer. Norwich. Pet Dec 21. Ord Jan 7.  
 WIGGINTON, HENRY, Oakham, Rutland, Groom. Leicester. Pet Dec 20. Ord Jan 6.

**SALES OF ENSUING WEEK.**  
 Jan. 19.—MESSRS. FARREBROTHER, ELLIS, CLARK, & CO., at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, January 1, p. 4, and this week, p. 4).

#### BIRTHS, MARRIAGES, AND DEATHS.

##### BIRTHS.

SWIFT.—Jan. 10, at Ivanhoe, Sefton-park, Liverpool, the wife of Thomas Swift, barrister-at-law, of a son.

**MARRIAGES.**  
 GOLDIE—GRESON.—Jan. 6, at Holy Trinity, West-hill, Wandsworth, John Haviland Dashwood Goldie, of the Inner Temple, barrister-at-law, to Ethel Maude, daughter of Robert Shuttleworth Greson, of Hendon Lodge, Southfields, Wandsworth.  
 GREEN—BLOTT.—Jan. 6, at Christ Church, Highbury, Edward Frederick Green, solicitor, to Emma, only daughter of the late William Blott, of Barton, Bedfordshire.

##### DEATHS.

CHANDLER.—Jan. 10, at Oakley Grange, Shrewsbury, Charles Chandler, solicitor, aged 66.  
 GEORGE.—Jan. 10, Thomas Sanderson George, of Bradford, solicitor, aged 55.  
 RAMSEY.—Dec. 29, at St. Hucques, Canada, Thomas Kennedy Ramsey, Judge Supreme Court, Quebec and Montreal, aged 60.

The Subscription to the SOLICITORS' JOURNAL is—Town, 28s. 6d.; Country, 28s. 6d.; with the WEEKLY REPORTER, 5s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

#### CONTENTS.

|  |     |                       |     |
|--|-----|-----------------------|-----|
| CURRENT TOPICS                           | 179 | LAW STUDENT'S JOURNAL | 182 |
| ON THE FORM OF MORTGAGE BILLS<br>OF SALE | 180 | LEGAL NEWS            | 187 |
| CONCERNING SEARCHES                      | 181 | COURT PAPERS          | 188 |
| REVIEWS                                  | 183 | WINDING-UP NOTICES    | 191 |
| LAW SOCIETIES                            | 186 | CREDITORS' NOTICES    | 191 |
|  |     | BANKRUPTCY NOTICES    | 192 |

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

#### SCHWEITZER'S COCOATINA

Anti-Dyspeptic Cocoa or Chocolate Powder. Guaranteed Pure Soluble Cocoa of the Finest Quality with the excess of fat extracted. The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Luncheon, or Supper, and invaluable for Invalids and Children." Highly recommended by the entire Medical Press. Being without sugar, spice, or other admixture, it suits all palettes keeps for years in all climates, and is four times the strength of cocoas THICKENED yet WEAKENED with starch, &c., and is REALITY CHEAPER than such Mixtures. Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny. COCOATINA A LA VANILLE is the most delicate, digestible, cheapest Manilla Chocolate, and may be taken when richer chocolate is prohibited. In tins at 1s. 6d., 2s., 2s. 6d., 4s., by Chemists and Grocers. Charities on Special Terms by the Sole Proprietor, H. SCHWEITZER & CO., 10, Adam-st., Strand, London, W.C.

#### MILNER'S SAFES.

MILNER'S Strong, Holdfast, & Fire-Resisting Safes & Banker's Strong Rooms.

| MILNER'S DEED BOXES                                    | £ s.    |
|--|---------|
| For Lawyers ... from                                   | 4 8     |
| MILNER'S SAFES   |         |
| For Lawyers, specially fitted with japanned boxes from | 8 16    |
| MILNER'S SAFES   |         |
| For Books and documents .....                          | 8 16    |
| MILNER'S SAFES   |         |
| For Church Plate ... ..                                | 19 5    |
| MILNER'S SAFES   |         |
| For Jewellery ... ..                                   | 16 10   |
| MILNER'S SAFES   |         |
| For Registrars, specially fitted ... ..                | 16 0    |
| MILNER'S SAFES   |         |
| For Bankers... ..                                      | 52 5    |
| MILNER'S SAFES   |         |
| For Diamonds ... ..                                    | 68 4    |
| MILNER'S SAFE DEPOSITS ... ..                          | 5,000 0 |

ILLUSTRATED DRAWINGS AND ESTIMATES FREE  
BY POST.

MILNER'S, 26, Finsbury-pavement, E.C.  
 MILNER'S, 25, Market-street, Manchester.  
 MILNER'S, 8, Lord-street, Liverpool.  
 MILNER'S, Phoenix Safe Works, Liverpool.

#### EDE AND SON,

#### ROBE MAKERS,

BY SPECIAL APPOINTMENT,

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

#### ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

#### SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

#### CORPORATION ROBES, UNIVERSITY AND CLERGY GOWNS

ESTABLISHED 1689.

#### 94, CHANCERY LANE, LONDON.

ENGLISH LAWYER, with Commercial Experience, about to visit Queensland and other Colonies (via America), will undertake Legal Business, Reports, Options, &c.—B. C. L., care of Stevens & Haynes, Bell-yard, Temple.

#### PARTRIDGE & COOPER,

LAW AND GENERAL STATIONERS,

1 & 2, CHANCERY LANE, LONDON, E.C.

#### LAWY COPPING AND ENGRAVING.

Deeds and Writings engraved and copied on the Premises with punctuality and dispatch, at the lowest scale of charges. A good Discount allowed on agreed accounts

#### LAW PRINTING.

STATEMENTS OF CLAIM AND DEFENCE, AFFIDAVITS, and other PLEADING, Printed at £s. per folio. DEEDS, CONVEYANCES, MORTGAGES, &c., Printed in form for Registration.

Discount allowed for cash on agreed accounts.

#### LITHOGRAPHY.

ABSTRACTS, BRIEFS, PETITIONS, DRAFTS MINUTES OF EVIDENCE, Lithographed at reduced prices.

PLANS OF ESTATES, SPECIFICATIONS, BUILDING SOCIETIES' DEEDS, LEASES, &c., Lithographed with accuracy and dispatch.

#### PARCHMENT AND LEGAL PAPERS

Samples and Catalogues sent post-free.

#### DINNEFORD'S MAGNESIA.

The best Remedy for

ACIDITY of the STOMACH, HEARTBURN, HEADACHE  
GOUT and INDIGESTION,

And safest Aperient for Delicate Constitutions, Ladies  
Children, and Infants.

#### DINNEFORD'S MAGNESIA.

#### UNTEARABLE LETTER COPYING BOOKS.

(HOWARD'S PATENT.)

1,000 Leaf Book, 5s. 6d.

500 Leaf Book, 3s. 6d.

English made.

THE BEST LETTER COPYING BOOK OUT.

#### WODDERSCOON & CO.,

7, SERLE STREET, AND 1, PORTUGAL STREET,  
LINCOLN'S INN, W.O.

BY AUTHORITY.

The Companies Acts, 1862 to 1883.

Every requisite under the above Acts supplied on the shortest notice.

The BOOKS and FORMS kept in stock for immediate use.

MEMORANDA and ARTICLES OF ASSOCIATION speedily printed in the proper form for registration and distribution. SHARE CERTIFICATES, DEBENTURES, &c., engraved and printed. OFFICIAL SEALS designed and executed. No Charge for sketches.

Solicitors' Account Books.

#### RICHARD FLINT & CO.

(Late ASH & FLINT),

Stationers, Printers, Engravers, Registration Agents, 49, FLEET-STREET, LONDON, E.C. (corner of Serjeants'-inn).

Annual and other Returns Stamped and Filed.

ESTABLISHED 1861.

BIRKBECK BANK.—Southampton-buildings, Chancery-lane. THREE per CENT. INTEREST allowed on DEPOSITS, repayable on demand.

TWO per CENT. INTEREST on CURRENT ACCOUNTS calculated on the minimum monthly balances, when not drawn below £100.

The Bank undertakes for its Customers, free of Charge, the Custody of Deeds, Writings, and other Securities and Valuables; the collection of Bills or Exchange, Dividends, and Coupons; and the purchase and sale of Stocks, Shares, and Annuities. Letters of Credit and Circular Notes issued.

The BIRKBECK ALMANACK, with full particulars, post-free, on application.

FRANCIS RAVENSCROFT, Manager.

